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MUNICIPAL COLLECTIVE BARGAINING AGREEMENTS IN LARGE CITIES

Richard R. Nelson

Bureau of Labor Statistics
Washington, D. C.

1972

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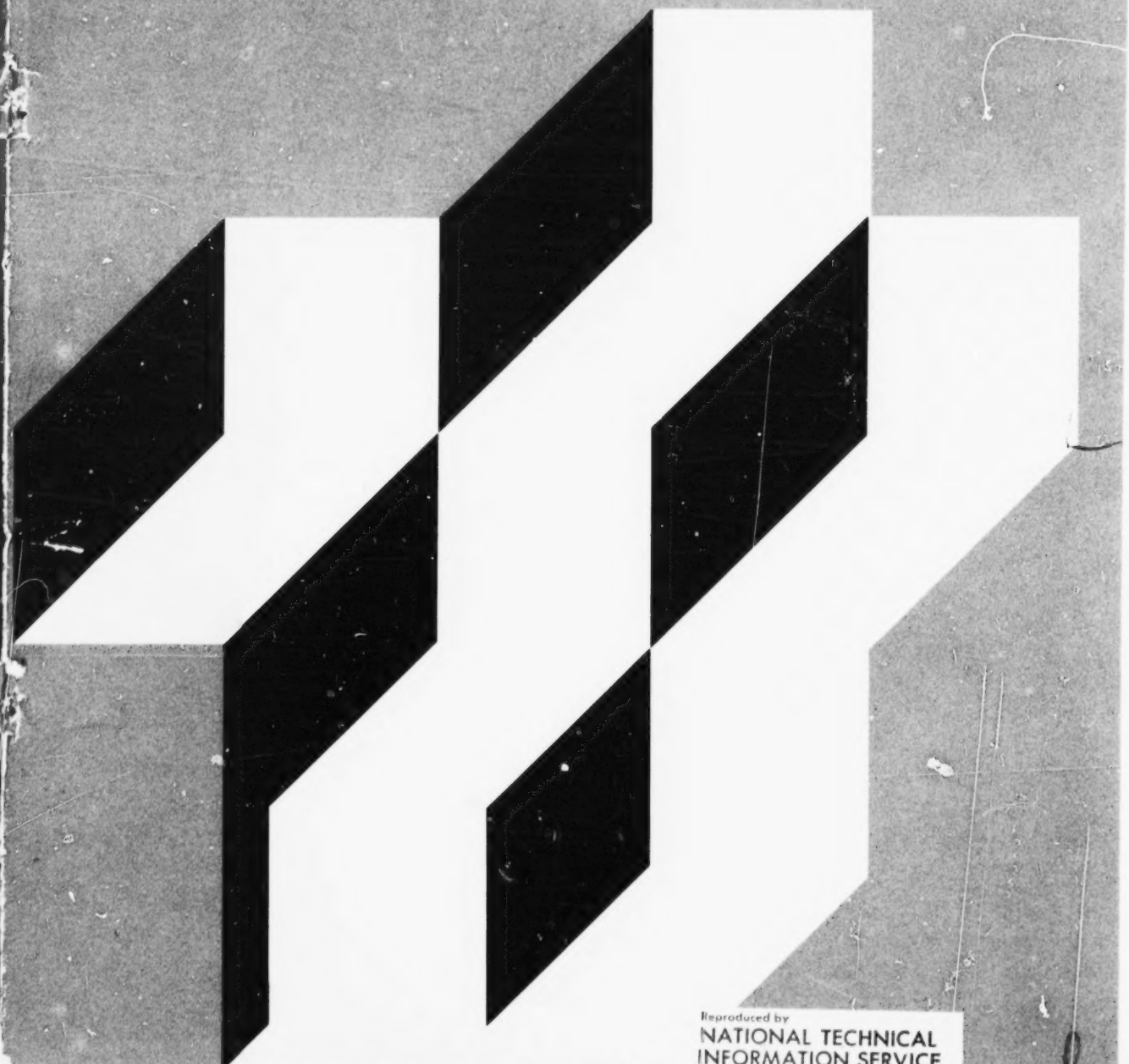

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U. S. DEPARTMENT OF LABOR
James D. Hodgson, Secretary

BUREAU OF LABOR STATISTICS
Geoffrey H. Moore, Commissioner

1972

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This bulletin provides a descriptive and statistical discussion of the general characteristics of collective bargaining procedures between municipal governments and their employees in cities that had populations of 250,000 or more in 1970. Sample provisions of negotiated agreements are given.

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Preface

This bulletin is one of a series of studies by the Bureau of Labor Statistics dealing with collective bargaining and labor-management relations in the public sector, and was carried out with funds made available by the Labor-Management Services Administration of the Department of Labor.

The Bureau made this study to provide management and union negotiators with information on the characteristics of public employee agreements, in this case, in major cities. Studies in progress cover agreements for policemen and firemen and for Federal employees.

This bulletin was prepared in the Division of Industrial Relations by Richard R. Nelson, with the assistance of Haney R. Pearson and Donald L. Breneman, under the direction of Leon E. Lunden, Project Director. Ronald W. Glass and John L. Gurney participated in the planning and data collection phases of this project.

Contents

	Page
Chapter 1. Introduction	1
Scope and method of study	1
Chapter 2. General characteristics	3
Regional distribution	3
City size and employee organization	3
Size of bargaining unit	3
Occupational groups	4
City activities	4
Agreement term	4
Chapter 3. Agreement provisions	9
Administrative provisions	9
Recognition	9
Union security	9
Dues checkoff	11
Management rights	12
Antidiscrimination	12
Activities of employee organizations	13
Labor-management activities	14
Personnel actions	16
Promotion	16
Demotion	17
Layoff procedures	18
Job security	19
Hours, overtime, and premium pay	19
Scheduled hours; daily and weekly overtime	19
Regulation of overtime	20
Weekend work	20
Holidays worked	21
Wage provisions and allowances	21
Wage adjustments	21
Job classification and reclassification	22
Shift differentials	23
Mileage allowances	23
Travel pay	23
Clothing allowances	23
Selected payments for time not worked	23
Sick leave	23
Funeral leave	24
Jury duty	24
Paid military leave	26
Call back pay	26

Contents—Continued

Page

Reporting pay . . . 26
Paid rest periods . . . 27
Paid meal periods . . . 27
Washup, cleanup . . . 28
Vacations . . . 29
Holidays . . . 29
Unpaid leave provisions . . . 29
Military leave . . . 29
Union business . . . 30
Personal leave . . . 31
Maternity leave . . . 31
Education . . . 32
Miscellaneous leave provisions . . . 33
Grievance and arbitration procedures . . . 33
Scope of the grievance procedure . . . 33
Exclusions from the grievance procedure . . . 34
Union participation . . . 34
Procedural steps and time limits . . . 35
Arbitration . . . 35
Disciplinary procedures . . . 37
No-strike provisions . . . 38
Official time for grievances and negotiations . . . 38
Negotiation impasse procedures and related matters . . . 39
Savings clauses . . . 41

Chapter 4. Teacher provisions in municipal collective bargaining agreements . . . 54
Academic freedom . . . 54
Professional behavior . . . 54
Professional development . . . 54
Teacher evaluation . . . 56
Consultation . . . 56
Working conditions . . . 57
Classroom environment . . . 59
Professional integrity . . . 60

Tables:

1. Municipal agreements and worker coverage in cities with populations of 250,000 and over, by region and State, 1970 . . . 2
2. Municipal agreements and worker coverage in cities with populations of 250,000 and over, by city size group and city, 1970 . . . 5
3. Union affiliation in municipal agreements in cities with populations of 250,000 and over, by city size, region, and size of bargaining unit, 1970 . . . 6
4. Bargaining units of 10,000 workers or more in cities with populations of 250,000 and over, by city, agency and organization, 1970 . . . 6
5. Union affiliation and type of organization in municipal agreements in cities with populations of 250,000 and over, by occupational group and government activity, 1970 . . . 7
6. Municipal agreements and worker coverage in cities with populations of 250,000 and over, by contract duration, union affiliation, and type of organization, 1970 . . . 8
7. Union security, dues checkoff, and management rights provisions in municipal agreements in cities with populations of 250,000 and over, by region, 1970 . . . 41

Contents—Continued

Page

8. Union security, dues checkoff, and management rights provisions in municipal agreements in cities with populations of 250,000 and over, by occupational group and government activity, 1970 . . 42
9. Types of union security provisions in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 43
10. Antidiscrimination provisions in municipal agreements in cities with populations of 250,000 and over by region, 1970 43
11. Selected provisions governing activities of employee organizations in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 43
12. Labor-management committees in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 44
13. Promotion and demotion procedures in municipal agreements in cities with populations of 250,000 and over, 1970 44
14. Selected reduction-in-force procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 44
15. Miscellaneous job security provisions in municipal agreements in cities with populations of 250,000 and over, 1970 45
16. Hours and overtime provisions in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 45
17. Premium pay for weekend and holiday work in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 45
18. Wage adjustment provisions in municipal agreements in cities with populations of 250,000 and over, by contract duration, 1970 46
19. Wage adjustment and contract reopener provisions in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 46
20. Role of employee organization in job classification in municipal agreements in cities with populations of 250,000 and over by occupation, 1970 47
21. Travel time pay, mileage allowance, and special clothing allowance or maintenance in municipal agreements in cities with populations of 250,000 and over, by occupation, 1970 47
22. Selected payments for time not worked in municipal agreements in cities with populations of 250,000 and over, by occupational group, 1970 48
23. Maximum paid vacation in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 49
24. Number of paid holidays in municipal agreements in cities with populations of 250,000 and over, by region, 1970 49
25. Leave of absence provisions in municipal agreements in cities with populations of 250,000 and over, 1970 51
26. Negotiated and agency grievance procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 51
27. Negotiated grievance procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 51
28. Selected arbitration procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 52
29. Selected disciplinary procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 52
30. Official time allowances for employee organization business in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 53
31. Negotiation impasse procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970 53

Appendix. Identification of clauses 62

Chapter 1. Introduction

Over the last few years, public employee labor relations and collective bargaining have grown in importance in Federal installations and in State and local government units. The Bureau has examined aspects of this growth in a number of recent publications.[1] In late 1971, the Bureau reported that 1970 membership in unions and employee associations in the public sector had increased to a new high of 2.7 million, and thus had continued the growth trend evident over the last few years.[2] Most of the increase occurred among employees of State and local governments. At about the same time, the Bureau also published work stoppage data for 1970 which revealed a continued high level of stoppages among State and local government employees.[3] Taken together, these two reports focused attention on one of the basic needs that union and management negotiators in State and local jurisdictions have, namely, for information upon which rational, and hopefully, peaceful agreements can be based. Clearly, knowledge of current collective bargaining contracts of public employees would be beneficial.

This study is the first the Bureau has made of public employee labor contracts below the Federal level and provides data on a wide variety of collective bargaining provisions. In addition to aiding negotiators now, the statistics derived from the study will serve as a benchmark against which the Bureau will measure changes in later studies.

Scope and method of study

For this study, the Bureau examined 286 collective bargaining agreements and related documents covering 613,490 municipal employees in cities having populations of 250,000 or more. (See table 1.) These were negotiated in 39 cities, or more than 70 percent of the 55 cities which, according to the 1970 census, had populations of 250,000 or more.[4] These cities were located in 24 States and included the District of Columbia. Of the remaining 16 cities in the population size group,[5] two—Norfolk, Virginia and San Antonio, Texas—had neither active employee organizations, nor collective bargaining agreements at the time that this study was made. Another two—Nashville, Tennessee and Tulsa, Oklahoma—had active employee organizations and written agreements, but the Bureau had not received contracts from them by the time study tabulations were completed. Finally, 12 cities had active unions and associations, but as yet had negotiated no written contracts. In some of these 12, lack of written agreements did not necessarily denote lack of labor relations activity. Some cities—for example, Minneapolis, Minnesota and Wichita, Kansas—confer informally with employee organizations; and Honolulu, subsequent to

[1] *Directory of National and International Labor Unions in the United States, 1967* (BLS Bulletin 1596, 1968); *Independent State and Local Public Employee Associations in California, 1968* (joint project of BLS and California Department of Industrial Relations, Division of Labor Statistics and Research); *Municipal Public Employee Associations* (BLS Bulletin 1702, 1971); *Philadelphia Municipal Employees: Compensation Chronology* 1953-1971 (BLS Mideast Region Report No. 3); *Municipal Labor-Management Relations: Chronology of Compensation Developments in Milwaukee*, 1960-70 (BLS Bulletin 1720, 1971). Also, see Municipal Government Wage Surveys for selected cities.

[2] "Labor Union and Employee Association Membership, 1970," Press Release, USDL, Sept. 13, 1971. For earlier data, see "Union Membership Among Government Employees," *Monthly Labor Review*, July 1970.

[3] In 1970, there were 412 State and local government stoppages involving 333,500 workers. These resulted in 2 million man-days idle, or 0.06 percent of estimated working time. *Work Stoppages in 1970*, Summary Report, U.S. Department of Labor, Bureau of Labor Statistics, August 1971. Also, see *Work Stoppages in Government, 1958-68 (BLS Report 348, 1970)*. A summary release issued November, 1971, updates the information for 1969 and 1970.

[4] The 39 cities are Akron, Atlanta, Baltimore, Boston, Buffalo, Chicago, Cincinnati, Cleveland, Columbus, Denver, Detroit, Forth Worth, Indianapolis, Jacksonville, Jersey City, Kansas City, Los Angeles, Louisville, Memphis, Milwaukee, Newark, New Orleans, New York, Oakland, Oklahoma City, Omaha, Philadelphia, Phoenix, Pittsburgh, Portland, Rochester, Sacramento, San Francisco, San Jose, Seattle, Tampa, Toledo, Tucson, Washington, D.C. The 16 cities for which no contracts were available to the Bureau of Labor Statistics are Birmingham, Dallas, El Paso, Honolulu, Houston, Long Beach, Miami, Minneapolis, Nashville, Norfolk, St. Louis, St. Paul, San Antonio, San Diego, Tulsa, and Wichita.

[5] The information which follows was derived from a questionnaire survey now in progress on municipal labor relations policies.

the study, came under a new State collective bargaining law that promised more formalized labor relations in the future.

Included in the study are collective bargaining agreements similar to those in private industry as well as other documents, such as memoranda of understanding, ordinances, or other unilateral promulgations, which clearly indicate that they were the result of bilateral negotiations. This approach understates the effect of unions and associations on municipal labor relations policies. In many cases, seemingly unilateral city ordinances and executive orders actually are the consequence of discussions involving employee organizations. However, since no record of this involvement has been set forth in the documents, they have not been considered within the scope of the study. For convenience of exposition, documents used in this study will be referred to as agreements or contracts.

Data in the following chapters indicates the relatively low prevalence of some provisions compared with agreements in the private sector. In part, the low prevalences result from the recent origin of most municipal bargaining. As these relationships mature, changes are likely to occur. In addition, much of what is normal in private sector agreements has been governed for years in municipalities by civil service rules and regulations, administrative actions, and legislative acts, all in the absence of collective bargaining. Although many of these traditional bargaining items will find their way into municipal contracts, one cannot expect that private industry patterns will be repeated in all details. City bargainers will work out their own solutions to labor relations problems suitable to their particular municipal situations.

In addition to the discussion of city agreements, generally, the final section of this report illustrates clauses found in teacher contracts. An appendix identifies the clauses used as illustrations in the study. The reader should keep in mind that the data reflect the Bureau's understanding of the written provisions and not necessarily that of the parties. Agreement language is elusive and complicated, and often requires interpretation through the arbitration process. What is carried out in practice, furthermore, may differ from contract language. Under these circumstances, the Bureau can only analyze the specific language appearing in contracts, and hope that it closely reflects the rules under which the parties operate.

Table 1. Municipal agreements and worker coverage in cities with populations of 250,000 and over, by region and State, 1970[1]

Region and State	Agreements	Workers	Region and State	Agreements	Workers
Total	286	613,490	South Atlantic	24	48,612
			Maryland	10	34,300
New England	24	22,630	District of Columbia	9	12,120
Massachusetts	24	22,630	Georgia	1	350
			Florida	4	1,842
Middle Atlantic	71	342,800			
New York	51	301,316	East South Central	20	8,690
New Jersey	10	8,384	Kentucky	12	1,705
Pennsylvania	10	33,100	Tennessee	8	6,985
East North Central	82	137,849	West South Central	3	3,960
Ohio	26	44,309	Louisiana	1	700
Indiana	4	5,800	Oklahoma	1	60
Illinois	8	38,950	Texas	1	3,200
Michigan	18	31,342			
Wisconsin	26	17,448	Mountain	13	10,478
			Colorado	8	6,178
West North Central	7	6,750	Arizona	5	4,300
Missouri	2	1,500			
Nebraska	5	5,250	Pacific	42	31,721
			Washington	15	12,620
			Oregon	3	4,600
			California	24	14,501

[1] Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

NOTE: Only the States listed (including the District of Columbia) were represented in the study. Twenty one States do not have a city with a population of 250,000 or more. Minnesota, Kansas, Virginia, Alabama, and Hawaii had cities meeting the minimum population requirement, but agreements were not available or no agreements had been negotiated.

Chapter 2. General Characteristics

Regional distribution

Fifty-three percent of the 286 agreements were from cities in the Middle Atlantic and East North Central States, areas traditionally strong in private sector unionism. A smaller concentration of agreements was found in the Pacific region. Unionization in general does not have a strong foothold in the West South Central and West North Central States.[1] Consequently, collective bargaining among government employees is not likely to be widespread at this stage.

More than half of the worker coverage reported came from the Middle Atlantic region, largely because of the effect of organization in New York City, which alone accounted for 11 percent of all agreements and more than 46 percent of the represented employees. (See table 2.) Because of the effect of New York City agreements on worker coverage, text references to the frequency of particular provisions will be in the number and proportion of contracts. Tables, however, carry worker coverage.[2]

City size and employee organization

New York City agreements and worker coverage also influenced the concentration of workers in cities of 1 million and over (63 percent of those in the study) compared with the number of agreements covering them (24 percent of those in the study). In smaller city population size groups, most of the agreements were widely dispersed as were the remaining minority of workers. (See table 3.) Agreements involving AFL-CIO affiliates were concentrated largely in the smaller city population size groups, but worker coverage again centered in cities of 1 million and over. By comparison, agreements involving employee associations and their worker coverage clustered in cities below 1 million. In total, employee associations negotiated 29 percent of the agreements covering 16 percent of the workers.

The American Federation of State, County and Municipal Employees (AFSCME) (AFL-CIO) had the most agreements of any employee organization studied and was the only union which had membership in all occupational groups and regions of the country. Four unions and one association bargained for at least 20 of the agreements in the study:

Unions and associations	*Agreements*	*Workers*
All unions and associations	286	613,490
State, County and Municipal (AFSCME) (AFL-CIO)	56	216,288
National Education Association (NEA) (Ind.)	23	48,835
Firefighters (IAFF) (AFL-CIO)	23	30,510
Teachers (AFT) (AFL-CIO)	22	163,950

These four employee organizations accounted for more than 43 percent of all agreements, covering nearly 75 percent of the employees.

Size of bargaining unit

Most bargaining units in the study were moderate in size; almost 40 percent of the contracts covered fewer than 250 workers each. (See table 3.) However, 48 percent were concentrated in nine bargaining units, each representing more than 10,000 workers.[3] (See table 4.)

[1] *Municipal Public Employee Associations* (BLS Bulletin 1702, 1971), table 10, p. 15, and *Directory of National and International Labor Unions in the United States, 1969*, (BLS Bulletin 1665, 1970), tables 10 and 11, pp. 76-7.

[2] Among the 32 New York City agreements, two had a very significant effect on worker coverage data: The Mayoral Agency agreement with the American Federation of State, County and Municipal Employees (AFL-CIO) involving 120,000 city workers; and the Board of Education contract with the American Federation of Teachers (AFL-CIO), covering 60,000 teachers.

[3] Included in this group is the New York City Agreement with the AFSCME covering 120,000 workers and referred to in footnote 7. In New York City, a large number of separated units were linked together under District Council 37 of the AFSCME, once the union had achieved a citywide majority, to make one unit for the purpose of negotiating working conditions or other noneconomic matters. For each constituent bargaining unit, the New York City Office of Labor Relations issues a separate Implementing Personnel Order, which sets forth the economic settlement for that specific bargaining situation.

Occupational groups

Eighty-five percent of the agreements studied covered a single occupational group; the largest number applied to blue-collar workers. (See table 5.) However, more white-collar than blue-collar employees were represented, especially professional and technical employees. The preponderence of the professional and technical group stemmed from the inclusion of large teacher agreements and again, of the New York City white-collar contract. Blue-collar employees of transit systems and authorities represented the second largest group of workers.

City activities

In municipal activities, agreements separated into two major groups: those which are citywide, covering nearly 11 percent of the contracts and 30 percent of the employees studied and those which focus on single departments of city governments. (See table 5.)

The Bureau divided citywide contracts into two groups: the first and most prevalent covering all city activities, except police and fire. The second involving a miscellany of agreements and including (a) those contracts which excluded activities other than protection services and (b) those which applied citywide to an occupational category, such as all clerical workers. Had the study included smaller city population size groups, the proportion of citywide agreements conceivably would have been larger, because the smaller city sizes lend themselves to citywide units.

Most agreements involved employees in one specific activity or agency. Among these, three activities were particularly noticeable: education, which exceeded all others in both number of agreements and worker coverage; transit systems; and the protective services, police and fire. AFL-CIO affiliates were preponderant, not only in citywide agreements, but in education, transit, and protective services as well. Most employee association agreements were clustered in education, largely with the National Education Association, and in police protection, involving a variety of policemen's organizations.

Agreement term

The duration of agreements was shorter in municipal service than in the private sector, where most are in effect for 3 years or longer. (See table 6.) Only 20 percent of the municipal agreements were in effect for 3 years or longer. About 65 percent expired after 2 years or less. This shorter agreement term perhaps may reflect the newness of the bargaining relationship. As table 6 shows, a number of agreements were negotiated for odd numbers of months—for example, more than 1 year, but less than 2; or more than 2 years but less than 3. To some degree, these come about from bargaining talks extending over many months which result in retroactive settlements, as well as prospective ones. This lengthy procedure conceivably develops not only from the newness of some relationships, but also from the complexity of bargaining and the relationship of the economic settlement to city budgetary procedures.

Table 2. Municipal agreements and worker coverage in cities with populations of 250,000 and over, by city size group and city, 1970[1]

City	Agreements	Workers
Total	286	613,490
1,000,000 and over	69	386,277
Chicago, Illinois	8	38,950
Detroit, Michigan	18	31,342
Los Angeles, California	3	2,950
New York City, New York	32	284,235
Philadelphia, Pennsylvania	8	28,800
500,000-999,999	129	156,552
Atlanta, Georgia	1	350
Baltimore, Maryland	10	34,300
Boston, Massachusetts	24	22,630
Cleveland, Ohio	8	14,229
Columbus, Ohio	3	11,000
Denver, Colorado	8	6,178
Indianapolis, Indiana	4	5,800
Jacksonville, Florida	3	1,242
Kansas City, Missouri	2	1,500
Memphis, Tennessee	8	6,985
Milwaukee, Wisconsin	26	17,448
New Orleans, Louisiana	1	700
Phoenix, Arizona	3	1,850
Pittsburgh, Pennsylvania	2	4,300
San Francisco, California	2	3,300
Seattle, Washington	15	12,620
Washington, D.C.	9	12,120
250,000-499,999	88	70,661
Akron, Ohio	5	4,560
Buffalo, New York	15	11,081
Cincinnati, Ohio	5	10,320
Forth Worth, Texas	1	3,200
Jersey City, New Jersey	9	4,384
Louisville, Kentucky	12	1,705
Newark, New Jersey	1	4,000
Oakland, California	5	2,685
Oklahoma City, Oklahoma	1	60
Omaha, Nebraska	5	5,250
Portland, Oregon	3	4,600
Rochester, New York	4	6,000
Sacramento, California	7	2,566
San Jose, California	7	3,000
Tampa, Florida	1	600
Toledo, Ohio	5	4,200
Tucson, Arizona	2	2,450

[1] See table 1, footnote 1.

NOTE: This table does not show all agreements nor full collective bargaining coverage for the cities listed, but reports only agreements forwarded to the Bureau and the number of workers covered by them. City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census.

Table 3. Union affiliation in municipal agreements in cities with populations of 250,000 and over, by city size, region, and size of bargaining unit, 1970

City size, region, and size of bargaining unit	All agreements		Union						Associations	
			AFL-CIO		Independent		Combination of AFL-CIO and independent			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
CITY SIZE[1]										
Total	286	613,490	184	490,448	17	20,959	2	2,900	83	99,183
1,000,000 and over	69	386,277	51	351,650	6	18,465	....	.....	12	16,162
500,000 999,999	129	156,552	87	106,290	3	625	1	2,050	38	47,587
250,000-499,999	88	70,661	46	32,508	8	1,869	1	850	33	35,434
REGION										
Total	286	613,490	184	490,448	17	20,959	2	2,900	83	99,183
New England	24	22,630	14	18,270	1	200	....	.....	9	4,160
Middle Atlantic	71	342,800	47	301,296	3	16,815	....	.....	21	24,689
East North Central	82	137,849	54	102,700	6	3,600	...	.....	22	31,549
West North Central	7	6,750	5	3,550	....	.....	....	.....	2	3,200
South Atlantic	24	48,612	20	40,362	....	.....	....	.....	4	8,250
East South Central	20	8,690	13	7,721	6	319	...	.....	1	650
West South Central	3	3,960	2	760	....	.....	....	.....	1	3,200
Mountain	13	10,478	5	2,428	....	.....	....	.....	8	8,050
Pacific	42	31,721	24	13,361	1	25	2	2,900	15	15,435
SIZE OF BARGAINING UNIT										
Total	286	613,490	184	490,448	17	20,959	2	2,900	83	99,183
Under 250	107	9,765	65	5,638	10	794	....	.....	32	3,333
250-499	35	12,925	22	8,110	3	1,065	....	.....	10	3,750
500-999	44	28,200	30	19,300	....	.....	1	850	13	8,050
1,000-1,999	38	52,550	26	36,850	2	2,600	....	.....	10	13,100
2,000-2,999	20	46,800	14	32,700	....	.....	1	2,050	5	12,050
3,000-3,999	12	40,800	6	19,900	....	.....	....	.....	6	20,900
4,000-4,999	7	30,050	4	16,850	....	.....	....	.....	3	13,200
5,000-7,499	7	39,750	3	17,450	1	5,000	....	.....	3	17,300
7,500-9,999	7	58,400	6	50,900	....	.....	....	.....	1	7,500
10,000 and over	9	294,250	8	282,750	1	11,500	....	.....	—	—

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

Table 4. Bargaining units of 10,000 workers or more in cities with populations of 250,000 and over, by city, agency and organization, 1970[1]

City	Agency	Employee organization	Workers
New York	Mayoral agency	State, County and Municipal Employees (AFL-CIO)	120,000
New York	Board of Education-Teachers	Teachers(AFL-CIO)	60,000
New York	Transit Authority	Transportation workers (AFL-CIO)	30,000
Chicago	Board of Education	Teachers (AFL-CIO)	25,800
Philadelphia	Board of Education	Teachers (AFL-CIO)	13,500
New York	Sanitation	Teamsters (Ind.)	11,500
Detroit	Board of Education	Teachers (AFL-CIO)	11,250
New York	Board of Education-School Lunch	State, County and Municipal Employees (AFL-CIO)	11,200
Baltimore	Public Works	State, County and Municipal Employees (AFL-CIO)	11,000

[1] See footnote 1, table 1.

Table 5. Union affiliation and type of organization in municipal agreements in cities with populations of 250,000 and over, by occupational group and government activity, 1970[1]

Occupational group and government activity	All unions and associations		Unions						Associations	
			AFL-CIO		Independent		Combination of AFL-CIO and Independent			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
OCCUPATIONAL GROUP										
Total	286	613,490	184	490,448	17	20,959	2	2,900	83	99,183
Blue-collar or manual crafts	119	133,668	96	105,665	14	19,209	1	850	8	7,944
Professional or technical	68	210,889	21	157,800	....	.....	....	.....	47	53,089
Clerical	11	10,850	7	8,600	....	.....	....	.....	4	2,250
Police and fire	46	57,424	26	31,624	1	1,200	....	.....	19	24,600
Blue-collar and clerical[2]	8	5,016	6	1,966	....	.....	1	2,050	1	1,000
Professional and clerical	5	14,200	4	7,700	....	.....	....	.....	1	6,500
Blue-collar and professional	3	2,200	2	1,850	1	350	....	.....	....	.....
Blue-collar, clerical, professional, or technical	15	20,170	13	18,870	1	200	....	.....	1	1,100
Occupation not given	11	159,073	9	156,373	....	.....	....	.....	2	2,700
GOVERNMENT ACTIVITY										
Total	286	613,490	184	490,448	17	20,959	2	2,900	83	99,183
Police[2]	22	26,674	2	874	1	1,200	....	.....	19	24,600
Fire	25	30,824	25	30,824	....	.....	....	.....	....	.....
Education	79	246,700	44	189,830	3	490	....	.....	32	56,380
Public welfare	1	350	1	350	....	.....	....	.....	....	.....
Public works - maintenance of buildings and roads	28	7,884	19	5,574	5	1,960	....	.....	4	350
Sanitation	14	18,080	10	6,421	4	11,659	....	.....	....	.....
Housing authority	13	7,092	11	1,892	2	5,200	....	.....	....	.....
Transit systems and authorities	22	65,441	20	61,841	1	100	....	.....	1	3,500
Port authorities	3	629	3	629	....	.....	....	.....	....	.....
Turnpike and tollbridge authorities	1	100	1	100	....	.....	....	.....	....	.....
Public utilities: water, electric & gas	11	2,266	10	2,222	....	.....	....	.....	1	44
Recreation facilities	2	650	1	550	....	.....	....	.....	1	100
Public health: hospitals and clinics	19	7,946	5	5,510	....	.....	....	.....	14	2,436
Libraries	9	5,136	7	4,884	....	.....	....	.....	2	252
Legislative, judicial & administrative functions	7	8,131	1	10	....	.....	....	.....	6	8,121
Citywide activities	30	185,587	24	178,937	1	350	2	2,900	3	3,400

[1] See table 1, footnote 1.

[2] Includes one police agreement covering civilian, blue collar, and clerical employees.

Table 6. **Municipal agreements and worker coverage in cities with populations of 250,000 and over, by contract duration, union affiliation, and type of organization, 1970**[1]

Contract duration	All unions and associations		Unions						Associations	
			AFL-CIO		Independent		Combination of AFL-CIO and Independent			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	184	490,448	17	20,959	2	2,900	83	99,183
Less than 12 months	20	23,514	10	12,270	....	.....	....	.....	10	11,244
12 months	64	106,112	37	70,821	6	319	....	.....	21	34,972
13 through 23 months	25	25,212	12	14,457	....	.....	....	.....	13	10,755
24 months	78	139,329	52	101,254	2	5,400	1	850	23	31,825
25 through 35 months	29	55,740	18	39,490	5	14,475	....	.....	6	1,775
36 months	53	239,448	45	237,771	3	615	....	.....	5	1,062
More than 36 months	5	5,450	3	2,900	1	150	....	.....	1	2,400
Duration undetermined	12	18,685	7	11,485	....	.....	1	2,050	4	5,150

[1] See table 1, footnote 1.

Chapter 3. Agreement Provisions

Administrative provisions

Recognition. Government agreements, like their nongovernment counterparts, invariably contain language in which the municipal employer sets the status of the employee organization by recognizing it as a bargaining representative.[1] These provisions vary in the scope of the bargaining unit which they define; that is, the kinds of employees, occupation, or functions covered. For example, a citywide agreement simplifies the bargaining relationship for city management but concentrates bargaining power in one organization. On the other hand, single agency agreements may disperse employee organization power to the extent that different unions and associations are recognized, but this process complicates bargaining and can lead to several negotiating crises at different times during the year. Cities have followed both courses, and considerable literature on the "paper bargaining unit" has come into being. In the first illustration, a citywide unit excluding certain part-time and temporary employees was recognized and in the second, one city department (fire protection) was certified:

(1) The city hereby recognizes the respective unions as the exclusive collective bargaining representatives for the purposes stated in Chapter 108, Extra Session, Laws of 1967 of the State of Washington of all employees employed within the bargaining units defined in appendixes A through R to this agreement. This shall include all full-time employees and all regular part-time employees while they are employed in such unit, but shall exclude temporary and other part-time employees.

(2) WITNESSETH:

That for and in consideration of the sum of $1 and other good and valuable consideration each to the other in hand paid, the receipt whereof is hereby acknowledged, it is agreed:

The city in the manner provided in Florida Laws hereby recognized the Union as the representative of all Firefighter members of the Fire Department of the City with the exception of the Chief, for the purposes of bargaining with respect to wages, hours of work and working conditions.

Union security. At this point in the development of city collective bargaining, union security arrangements are not common. In large measure this lack of arrangements may be due to the widely held view that "compulsory unionism" is incompatible with the image that public service at all times must be open to all qualified citizens. Many jurisdictions have held the union shop and similar arrangements to be illegal.

Fewer than one-third of all municipal agreements studied contained union security provisions. (See table 7.) The ratio of such provisions to total agreements reached 50 percent only in New England and the East South Central States. The East North Central region accounted for the largest number but only 39 percent of the contracts for these States.

Most union security arrangements in the study covered blue-collar workers. These accounted for more than half of the provisions. (See table 8.) To some degree, this concentration resulted from the large number of blue-collar agreements in the study, but the proportion of blue-collar contracts with union security provisions exceeded the average found for the whole study. Transit contracts, citywide agreements and public health contracts, in that order, had the highest proportions of union security arrangements. Education had the fewest proportionately, followed by police, fire and public utilities agreements. Union security provisions were found most frequently in cities with populations of 1 million or more, including Philadelphia, which pioneered in such arrangements. (See table 9.)

In selecting forms of union security, city bargainers tended to compromise between no union security and its strongest legal form, the union shop, by agreeing to agency shop arrangements. A popular provision in Canadian collective bargaining, the agency shop has not gained adherents in the United States in nongovernment agreements.[2] In the present study, however, over two-fifths of the union security provisions (39) involved

[1] So common are these provisions that the Bureau has not tabulated them.

[2] A 1971 BLS study of 620 agreements covering 2,000 workers or more each found only 23 agency shop provisions, or about 3.7 percent of all agreements studied and 4.4 percent of agreements with union security provisions. See *Characteristics of Agreements Covering 2,000 Workers or More* (BLS Bulletin 1729, 1972).

the agency shop. (See table 9.) Under such arrangements all employees in the bargaining unit who do not join the union or association pay a fixed amount monthly, usually the equivalent of dues, as a condition of employment, to help defray employee organization expenses in acting as bargaining agent:

(3) The parties recognize that this is an agency shop agreement, and in accordance with such, it is understood that each employee who is a member of the bargaining unit hereinabove defined, but is not a member of Local 1071, shall be liable to contribute to the said Local as representative costs, an amount equivalent to such dues as are from time to time authorized, levied and collected from the general membership of said Local. The City agrees to deduct an amount equal to the normal monthly dues paid by members of the association from the earnings of each of said employees so covered by this agreement.

One agency shop arrangement required employees to pay the costs incurred in contract bargaining and administration only, rather than the full amount of union dues:

(4) . . . to assure that employees covered by this Agreement shall be adequately represented by the union in bargaining collectively on questions of wages, hours and other conditions of employment, the Collector-Treasurer of the City shall deduct from each payment of salary made to each such employee during the life of this collective bargaining agreement and pay over to the Union, the exclusive bargaining agent of such employee, as an agency service fee, the sum of 99 cents per week, which amount is proportionately commensurate with the cost of collective bargaining and contract administration. . . .

The following agreement was exceptional in that the payment to the union was voluntary:

(5) In keeping with the principle that employees who benefit by the agreement should share in the cost of administering the contract, the parties agree that any present or future employee who is not a union member, or who does not make application for membership, may pay to the union each month a service charge as a contribution toward the administration of this agreement in an amount equal to the regular monthly dues.

In another agreement, adoption of an agency shop during the life of the contract was conditioned upon the city signing a union security arrangement with any other organization:

(6) *AGENCY SHOP.* In the event that the City enters into an agreement with any labor organization with which it engages in collective bargaining and such agreement provides that as a condition of employment that those employees shall work under either a union shop or an agency shop the following language shall become effective: Each employee covered by this agreement shall, after 30 days of employment and as a condition of employment, pay to the union each month as a service charge, a contribution toward the administration of this agreement in an amount equal to the regular monthly dues of the Portland Firefighters Association. Employees who fail to comply with this requirement shall be discharged by the employer within 30 days after receipt of written notice to the employer from the Union.

About one-fifth of the union security provisions called for maintenance of membership. Under this arrangement, only employees who are members of an employee organization at the time the agreement is negotiated, or who voluntarily join subsequently, are required to remain members for the duration of the agreement:

(7) All permanent employee(s) who are members of the union at the time of the execution of this agreement will remain as members of the union for the duration of the agreement as a condition of continued employment.

All permanent employee(s) who are hired, in the classifications of employment covered by this agreement, subsequent to the execution of this agreement who elect after completion of their probationary period to become members of the union will as a condition of continued employment remain as members of the Union for the duration of the agreement.

The stronger forms of union security in total had less effect on employee coverage than did the agency shop and maintenance of membership. Indeed, union shop provisions were found in only one-fourth of the municipal agreements having union security arrangements. Such provisions as were found required all employees to become members of the union within a specific time period (usually 1 month):

(8) *UNION SECURITY*

It shall be a condition of employment that all employees of the "Employer" covered by this agreement who are members of the "Union" in good standing on the effective date of this agreement shall remain members in good standing, and those who are not members on the effective date of this agreement shall, on the 31st day following the effective date of this agreement, become and remain members in good standing of the union. It shall also be a condition of employment that all employees covered by this agreement and hired on or after its effective date shall, on the 31st day following the beginning of such employment, become and remain members in good standing in the union.

Modified union shop provisions which permit certain employees to remain outside the union were the least frequent. Under this provision, the modified union shop becomes a union shop by attrition of nonunion employees:

(9) All employes coming within the scope of this agreement who were members in good standing of [the

Union] as of November 30, 1962, or who became or become members in good standing after that date, as well as employes in any new classification that may be added to the scope of this agreement who are members of [the Union] at the time of the inclusion of such classification, shall maintain their membership in good standing in [the Union] during the life of this agreement as a condition of employment with the Authority in the work covered by this agreement. All new employes hired by the Authority coming within the scope of this agreement shall become members of [the Union] within 30 days from the date of hiring and shall maintain membership in good standing in [the Union] as a condition of continued employment with the Authority in the work covered by this agreement.

Dues checkoff. In contrast to the low prevalence of union security provisions, dues checkoff clauses were widespread. Over three-fourths of the city agreements studied permitted the deduction of dues and other fees and assessments from employee wages. (See table 7.) The only area of the country with a proportionately low incidence of dues checkoff clauses was the Pacific region. Agreements covering white-collar occupations (i.e., professional, technical, and clerical) had a slightly higher frequency of dues checkoff provisions than blue-collar agreements. (See table 8.) Most government activities registered high frequencies, including education which had a low prevalence of union security arrangements. (See table 8.) The proportion of police agreements having dues checkoff (68 percent) was less than for fire agreements (72 percent). Both had low proportions of agreements with union security provisions.

Checkoff provisions have several common features. First, the employee must present a written authorization, duly signed to save the employer from subsequent charges of unlawful deduction. Second, if the employer is charged with wrongful or illegal deductions, then the clause usually provides that the union will safeguard the employer. Third, the authorization is usually effective for 1 year and renewable automatically. And fourth, checkoff authorizations may be revoked, generally at the end of the authorization's effective date. In the following illustrations these features appear. In the first, the scope of deductions also extends to initiation fees as well as dues, and the city is limited specifically to making deductions only for the certified bargaining agent. Challenging employee organizations, in effect, must fend for themselves:

(8) As a convenience and service to its employees, the employer will honor the written requests of individual employees to have their union dues checked off monthly from their regular pay, subject to the following conditions:

Such checkoff authorization shall be made by the individual employee. Subject to the conditions herein contained, it shall be the policy of the Employer to honor no dues checkoff authorization for any other collective bargaining group purporting to represent any of the employees in a unit, division, department or craft, during the period that the accredited collective bargaining agent is so recognized.

The Employer will deduct from one pay of each month the union initiation fees and dues for that month for such members of the union in the bargaining unit who have signed authorization cards directing and authorizing the employer so to do, and which cards conform to the Labor Management Relations Act, 1947. The amount so deducted shall be paid over to the union by the employer comptroller within 10 working days after the deduction is made. Any authorization card to be effective must be delivered to the employer comptroller 10 working days before the pay day on which it is to be effective. If an employee or employees should at any time contend that the employer acted wrongfully or illegally in making a checkoff of initiation fees or dues, the union or employee organization will defend and protect the employer against expense, repayments or losses on account of such contention.

(10) The Board will deduct from the pay of each teacher from who it receives an authorization to do so, the Federation's annual membership fee in uniform dollar amounts. Such deduction will be made monthly in 10 equal payments. This authorization will remain in force from year to year unless revoked at the completion of any annual payment. Such revocation to be effective shall be submitted to both the Board and the Federation by certified letter at least 30 days prior to the final monthly payment of the annual Federation fee. The fees and a list of the teachers from whom they have been deducted and the amount deducted from each shall be forwarded to the Federation office no later than 30 days after such deductions were made. The Federation agrees to defend, indemnify and hold harmless the Board in connection with any cost or litigation arising out of the deductions made pursuant to this paragraph.

Provisions which stipulate that the city will be reimbursed for costs related to checkoff appeared in less than 9 percent of the agreements permitting checkoff. (See table 7.) In the first illustration, the union agreed to pay a service fee to cover the cost as determined by the employer. In the second, deductions permitting full cost to be reimbursed are made "at the union's expense":

(11) The library shall deduct from the wages of an employee who is a member of the union, and who submits to the library a written, personally signed authorization therefor, the monthly union dues as certified to the library by the Secretary of the Local and shall remit the same to the union not later than the 15th day of each month following such deduction.

* * * * *

For each such deduction made as authorized there may be charged by the library a sum determined by the Library as appropriate to the cost of it which will not exceed $.05.

(12) The present plan of voluntary union dues deduction, at the union's expense, will continue in effect, except that the union shall provide its own payroll authorization cards, and that such authorized deductions shall remain in effect unless termination of dues notice is given in writing as prescribed on authorization card, maintained by the Payroll Division, and signed by the employee.

Management rights. A management rights clause sets forth those prerogatives which are reserved to the employer in whole or part for the length of the contract. Fundamentally, it is a summary of an understanding between the parties of those issues which remain solely under employer control and those issues which are subject to bargaining between the parties. The clause cannot stand alone as an indicator of what management can or cannot do, but must be read with the agreement in its entirety to determine which rights previously exercised by management unilateraliy have been abridged. However, the clause helps an arbitrator reach decisions on issues on which the contract is otherwise silent.

Management rights provisions are more prevalent in city agreements (59.1 percent) than in private industry (48.5 percent)[3] but less prevalent than in Federal agreements.[4] (See table 7.) Contracts in the East North Central region contained the highest proportion of such clauses and accounted for over two-fifths of all management rights provisions. Agreements in public health, transit, public works, and citywide contracts, were the most likely to have management rights clauses. (See table 8.) The largest cluster of provisions was found in education, but these represented only 2 out of every 5 agreements, a rate of frequency well below the average for all agreements.

As in private sector agreements, clauses varied from brief general statements to detailed listings of specific rights. Both clauses cited specify that these rights are subject to definite provisions in the contract, and the second further stipulates that management will exercise its prerogatives in a nondiscriminatory manner towards union members:

(13) Subject to this agreement and applicable law, the city (and its Mayor and Police Commissioner) reserves and retains the regular and customary rights and prerogatives of municipal management.

(14) Except as otherwise provided in this memorandum, the Department in the exercise of its functions of management, shall have the right to decide the policies, methods, safety rules, direction of employees, assignment of work, type of work, equipment to be used in the operation of the Department, and the right to hire, discharge, suspend, discipline, promote, demote, and transfer employees and to release such employees because of lack of work or for other proper and legitimate reasons. The exercise of these rights by management shall not be used for the purpose of discrimination or injustice against members of the union.

Management rights, in some municipalities, were governed by noncontractual regulations and were not specifically enumerated in the agreement. However, the incorporation into the contracts by reference gave them the status of negotiated prerogatives:

(15) The Employer shall have all of the rights set forth in Article I, Section 114, of the Baltimore City Code (1966 edition, as amended), Article 77, Section 142-144 the Annotated Code of Maryland, (1969 Replacement Vol.) and Article VII, Section 58-60 of the Baltimore City Charter, 1966 Revision, which provisions are incorporated herein by reference.

Antidiscrimination. As a rule, antidiscrimination clauses protected employees against bias because of race, creed, color, national origin, sex, age, marital status, or union membership. Many of the clauses were general policy statements barring discrimination by the union as well as the employer, as in the following provision:

(16) In accord with Board policy, no person or persons, departments or divisions responsible to the Board shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status or membership in or association with the activities of the Rochester Teachers Association or any other teacher organization.

In accord with its Constitution, the Rochester Teachers Association shall admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex or marital status.

The policy statement is modified in the following illustration in that it prohibits discrimination only "whenever practicable":

(17) The employer agrees that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, union membership or union activities whenever practicable.

[3] See *Major Collective Bargaining Agreements: Management Rights and Union Management Cooperation,* (BLS Bulletin 1425-5, 1966.)

[4] Executive Order 10988, "Employee-Management Cooperation in the Federal Service," set forth in Section 7 (2) that each basic or initial agreement negotiated shall expressly state rights reserved to management as expressed in the order.

Some clauses stipulated that all persons were to be treated equally. In the clause which follows the union is made coequal with the municipality in assuring that the contract is applied on a nondiscriminatory basis:

(18) The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or for any reason whatsoever. The union shall share equally with the city the responsibility for applying this provision of the agreement . . .

Among the 183 antidiscrimination provisions, fifteen applied the ban only to membership in the employee organization.

Activities of employee organizations. Provisions specifying the rights of employee organizations and the duties of their elected representatives existed in a number of agreements. These provisions are in some respects the counterpart to management rights clauses. In general, they discuss rights accruing to the union or association and its representatives, and in addition, some duties are specified.

The most common of these clauses, found in over half of the agreements, provided the employee organization with its own bulletin board for posting notices, or provided the union or association with space on existing boards (See table 11.):

(19) The District will furnish bulletin boards at the various Divisions for the use of the [union]. At any location where there are two (2) Divisions, and they are under the jurisdiction of different locals of the union, the District will provide separate bulletin boards for each local. The union may furnish their own locks when desired. . . .

The Union will not post on bulletin boards any material derogatory to the District.

(3) It is agreed that the association may use city bulletin boards for the purpose of posting association notices to association members, provided that such notices shall be clearly identified as association notices.

Both of these provisions limited the use of the bulletin board. The first barred derogatory statements about the agency, and the second limited postings to notices of the employee organization. Many clauses similarly limited its use in greater detail. Cleveland, for example, barred political and critical statements and required postings to have official signatures and to be removed instantly for violation, subject to the grievance procedure. In the second illustration, prohibited notices would cancel bulletin board use:

(20) The city shall provide the union with a bulletin board at mutually selected locations. Provided that—

a. no notice or other writing may contain anything political or critical of the city or any city official or any other institution or any employee or other person;

b. all notices or other materials posted on the bulletin board must be signed by the President or Chief Steward of the Union or any official representative of District Council 78;

c. upon request from the appropriate Commissioner or his designee, the union will immediately remove any notice or other writing that the city believes violates this paragraph, but the union shall have the right to grieve such action through the Grievance Procedure.

(21) . . . Posted notices shall not contain anything political or anything reflecting adversely upon the city or any of its employees. Any union authorized violation of this article shall entitle the city to cancel immediately the provisions of this article and prohibit the union further use of the bulletin boards. . . .

In the following contract, postings were limited implicitly by statements regulating precisely those materials that may be displayed:

(22) The authority shall provide space on its bulletin boards for the posting of union bulletins, but use of such bulletin boards shall be restricted to the following purposes:

a. Notice of recreational and social activities.
b. Notice of elections and results.
c. Notice of appointments of union representatives.
d. Notice of meetings.

In addition to the use of bulletin boards, a few agreements allowed the employee organization use of interdepartmental mail service. This privilege also was regulated closely, as in the next clause, which allowed the union to use these facilities only for official publications:

(23) The union shall be free to use the bulletin boards in the buildings at which the members of the union report, using a reasonable part thereof to post items of interest and importance to members of the union, including union notices, etc., provided, however, such material shall not be political in nature, commercially advertise a private business, or reflect unfavorably on the members of the Board of School Directors or the administration. Materials must be submitted to the department head or principal before posting. The union shall also be permitted to use the Board mail delivery to send out notices of meetings, notices of social events and notices of elections. Such documents shall not contain political or religious statements or statements which would constitute an attack upon the administration or members of the Board.

Thirty-seven percent of the agreements spelled out the rules under which officers or accredited representatives of the organization could meet on the property of

the employer during working hours with members of the organization or management. The following provision allowed visits only for one specific purpose, required advance notice to management, and stipulated that the visit would not interfere with the performance of duties. In other cases, activities of the visiting representative and the steward were enumerated:

(24) An officer or accredited representative of the association shall, upon reasonable request by the association, be admitted to the property of the employer during working hours for the purpose of discussing or assisting in the adjustment of grievances . . . provided that they do not interfere with the performance of duties. Each association representative wishing to be admitted to the property of the employer for this purpose shall notify the appropriate management representative in advance. . . .

(25) The city agrees that during working hours, on its premises, and without loss of pay, Union Stewards or properly designated union representatives shall be allowed to:

Investigate and process grievances.

Post union notices.

Solicit union membership during other employee's nonworking time.

Attend negotiating meetings.

Transmit communications, authorized by the local union or its officers, to the city or its representatives.

Consult with the city, its representatives, local union officers, or other union representatives concerning the enforcement of any provisions of this agreement.

Employee organizations were permitted to hold meetings on company time or premises in 20 percent of the contracts; the right to use the company premises was the more common of the two. The union often was required to pay the cost of custodial service and interference with work was to be avoided:

(26) The Federation shall have the right to use school buildings, facilities and equipment, pursuant to existing practices and policies, provided that such use shall not interfere with the regular school program and provided that when any meeting is held in the evening and special custodial service is required, the Board may make a reasonable charge therefor. No charge shall be made for use of school rooms before the commencement of the school day, nor until 4:30 p.m.

Some contracts specifically forbade the use of company time for employee organization meetings or other business:

(27) 1. No union member or officer shall conduct any union business on city time except as specified in this agreement or as authorized by the proper department head, City Labor Negotiator, City Personnel Director, or the Labor Policy Committee of the Common Council.

2. No union meeting shall be held on city time.

Labor-management activities. A number of agreements established joint committees to deal with issues common to the union and city employer. These fell into two distinct groups: those which generally discussed any problems of common interest outside the grievance procedure; and those which involved one or two specific issues away from the pressures of the bargaining table.

The first, general joint labor-management committees, were found in 19 percent of the agreements. (See table 12.) To enhance communication, these provided for joint consultation on matters of mutual interest, not otherwise defined. Clauses establishing committees typically stipulated that meetings would occur regularly, sometimes with an agenda of subjects for discussion, which would be circulated in advance. In addition, these clauses often established the size of the committee, provided for special meetings when necessary, and required written minutes. The following two illustrations were drawn from separate bargaining units within the same agency of the District of Columbia government, and show the variations that may be agreed on. The first set committee size at "a reasonable number," and the second specified the exact number of committee members. The first excluded individual grievances from discussion; the second had no such provisions and both provided for special meetings. The first stated in explicit terms that meetings would be held on official time, the second did not have any provision, but could be interpreted as tacitly providing for official time. Both required published minutes:

(28) The employer and the union agree to monthly meetings of the Union-Management Cooperation Committee as a means of better communications and understanding with both personnel and supervisory management. In addition, the parties agree to special meetings (other than monthly meetings) when mutually advantageous. This committee consists of a reasonable number of representatives of the union and the employer. Subcommittees for Union-Management Cooperation may be established at lower organizational levels where the need for such a channel of communication is agreed to. Subject matter of conferences will be problems of general concern to employees. Individual grievances will not be a subject for discussion at these Union-Management conferences. However, a policy that has resulted or could result in general increase of grievance will be considered as a topic for discussion.

Such meetings will be held at a mutually agreeable time. At least 3 working days prior to the meeting, either party shall provide, in writing, specific discussion items which require research of the other party. No official notice is required for between-meeting consultations and they will be arranged at the convenience of both parties as soon as possible after the need is indicated. These meetings will be conducted during regular working hours on official time.

At the conclusion of these meetings, either party may request that a joint statement be issued on the unresolved subjects under discussion, the general position of the parties on these subjects, and the agreements reached during the session. Management will duplicate and furnish to the union at least one copy of the statement for each Union Steward and Bulletin Board.

(29) The employer agrees that representatives of the union in the unit and management will meet monthly on a regular basis for the purpose of reviewing and discussing the common interests in establishing and maintaining labor-management cooperation.

Other meetings will be held at the request of either party as the need arises, at times mutually agreed to, to confer on personnel policies and other matters affecting working conditions of employees in the unit.

A brief summary of the matters discussed and any understandings reached at all meetings as well as the position taken by the parties in a disagreement will be prepared and initiated by both sides.

The employer agrees that the union may have present at meetings described in sections a. and b. of this article a maximum of three officers and/or stewards. In addition, the union may have present other officials of the union who are not employees of the D.C. Government.

The remaining provisions established a variety of committees to deal with specific issues. For instance, 12 percent of the agreements provided for joint safety committees. These provisions established committee composition and described the extent of the committee's authority. The language in these clauses ranged from detailed provisions, as in the first illustration, to shorter, more general clauses as in the last two illustrations. In all three, the committees' authority was limited and advisory or promotional in nature:

(30) The city and union agree to establish jointly a Safety and Health Committee consisting of an equal number of city and union representatives, the number of members to be agreed upon. This committee will advise management of all safety and health activities and will be expected to:

a. Make immediate and detailed investigation of each accident to determine fundamental causes.

b. Develop data to indicate accident sources and injury rates.

c. Make inspection to detect hazardous physical conditions or unsafe work methods and recommend changes or additions to protective equipment or devices for the elimination of hazards.

d. Promote safety and first-aid training for committee members and workers and participate in advertising safety and in making the safety program known to all workers.

e. Conduct regularly scheduled meetings at least once a month during working hours without loss of pay for the sole purpose of discussing accident prevention and developing suitable corrective measures.

(31) A Police Safety Committee, consisting in part of at least one member from each of the three Police organizations (designated by those organizations). This committee shall make recommendations to the Director of Public Safety and City Manager for consideration.

(32) . . . The municipal employer and the union shall establish a joint safety committee consisting of representatives of each party in each department for the purpose of promoting sound safety practices and rules.

Apprenticeship training committees were found in 11 agreements:

(33) The city of Seattle, Washington Standards of Apprenticeship developed by the city of Seattle Joint Advisory Apprenticeship Committee are hereby recognized. This conforms with the provisions of the city Charter.

Application of the standards and detailed procedures for the operation of the program, shall be worked out by the Joint Electrical Craft Advisory Committee, and be recognized as a part of this agreement.

(34) The parties hereto agree to establish a joint apprenticeship committee. The union and the authority shall each have two members, to be appointed immediately after the execution of this agreement. The joint apprenticeship committee will develop an indentured apprentice training program for first class mechanic, which will be registered with the California State Division of Apprenticeship Standards. The intent of the parties is to have said program developed and operational at or before the time the authority moves to its new service and maintenance facility. At the time of inauguration of said program, the incumbent second class mechanics will be reclassified to apprentice first class mechanic, with no reduction in wages.

An additional 15 agreements established one or more committees to deal with particularly vexing problems that had eluded resolution at the bargaining table. In the following provision, for example, a tripartite committee was established to resolve job evaluation problems on a case-by-case basis:

(35) Inequities. The inequity problem will be resolved by the creation of a Job Evaluation Review Board which will be structured as follows: Two members from the administration, two members from the union and one

public member who shall be jointly agreed to. Membership on the Board may vary in order to provide adequate knowledge to deal with the specific evaluation being requested. The Job Evaluation Review Board will consider properly processed re-evaluation requests arising within the bargaining unit. It is the intent of the parties that the Job Evaluation Review Board shall continue during the life of this contract to meet problems not now foreseen as well as those presently recognized.

Most of the 15, however, were study committees designed to resolve problems outside the atmosphere of negotiations in areas such as wage relationships, health insurance, job evaluation, seniority, and the like. Committees could work without any deadline or could be required to report by a given date. Their findings were advisory in nature. Final decisions were left either to the parties or to city management. Some committees examined a single problem and others, several issues. In the first illustration, four specific issues were to be studied, and in the second, one complex problem:

(36) Arrangements will be made to establish a joint management-union committee, consisting of three representatives appointed by the authority and three representatives appointed by Division 241 to study and submit recommendations regarding grievances, discipline methods, work rules and job posting procedures.

(37) The employer will establish an insurance committee and will include on that committee representatives of the organizations representing its employees in collective bargaining. It shall be the function of that committee to make a study of the health and welfare insurance benefits presently being provided to City employees to aid in a determination of which benefits and plans are of the greatest value to the greatest number of the city's employees. In the event that the employer, after reviewing the findings of the committee, determines to change the type of plans or benefits available to its employees, it shall continue to pay the cost thereof provided that the benefit level is the same or substantially equivalent to the existing benefit level.

Under the following provision, Detroit and its police officers organization established two committees to study several issues: seniority, rotation of precinct assignments, and the service rating system.

(38) The union and the department each shall appoint three members and two alternate members to a study committee to review the seniority provisions of this agreement and proposals of each party for the modifications of such provisions. The committee shall consider also a rotation plan for personnel assigned to certain precincts, the intent being to afford all policemen the opportunity of serving in areas of the city presenting varying degrees of challenge to law enforcement and to prevent inequities resulting from prolonged assignment of some members to work presenting relatively greater exposure to danger. The study committee shall submit a report on a proposed seniority system to the commissioner, no later than 6 months from the date this agreement becomes effective. Present seniority provisions of this agreement shall remain in effect until such time as an accord is reached on further modifications.

* * * * *

The union and the department each shall appoint three members and two alternate members to a study committee to review the service rating system to determine whether a more desirable system can be developed. The study committee shall submit a report of its findings to the commissioner within 6 months from the date this agreement becomes effective.

Another 17 agreements created committees to deal with professional issues pertaining to teachers about school operations, implementation of integrated education, building plans for new schools, vocational education, the extended work year, teacher recruitment, educational policy, and the like.[5]

Personnel actions

Decisions to promote, demote, or reduce the size of the work force traditionally have been part of city rules and regulations. Employee organizations have been able to achieve, in most instances, a voice in the proceedings or a right to appeal management decisions. In some situations, employee organizations have reduced existing procedures to contract language. Actions under these rules then are subject to agreement appeal rights.

Promotion. Promotion procedures, specified in more than half of the agreements, varied greatly from simple statements of factors in promotion to detailed clauses of specific steps. (See table 13.) In two illustrations, the role of seniority differed substantially:

(39) Promotion shall be by merit based on consideration of professional background and attainments, with length of service as only one of the factors to be reviewed.

(40) (a) The term promotion as used in this provision means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position.

(b) Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation as defined below, in any existing job classifications or as the result of the development of establishment of a new job classification, a notice of such openings shall be posted on all bulletin boards stating the job classification, rate of pay and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than 5 work days.

[5] Illustrations appear in the general discussion of teacher provisions in the last section of this study.

(c) During this period employees who wish to apply for the open position, including employees on layoff, may do so. The application shall be in writing, and it shall be submitted to the employee's immediate supervisor.

(d) The employer shall fill such job openings or vacancies from among those employees who have applied on the following basis:

1. Seniority is the major factor.
2. The employee has the ability to do the job.
3. The employee can learn to do the job with a reasonable amount of training of up to 30 working days.

(e) A notice listing those employees who have applied for the position and the employee or employees selected for the position shall be posted by the employer on all bulletin boards within 2 work days of the selection by the employer and be posted for a period of at least 10 work days.

Other clauses referred only to agency or other regulations on promotion, and by reference included them in the collective bargaining statement:

(41) When a vacancy occurs, or a new job is created, employees shall be promoted or transferred in accordance with the rules and regulations of Civil Service and the city.

Forty-one percent of the agreements provided for the posting of opportunities for job promotions. Although a few only mentioned that jobs would be posted, most contained details of the posting and selection processes. For instance, the first illustration merely indicates that jobs will be posted and specifies how long the notice will remain. The second requires that the notice contain specific items of information, including duties, location, pay grade, and qualifications:

(8) If a vacancy, other than supervisors, occurs, or a job is created which requires an employee under the recognition clause of this agreement, notice for bid shall be posted within 24 hours. Such notice shall be kept posted for 72 hours, excluding Sundays and holidays. During the period of posting the employer shall have the right, without regard to seniority, to fill the place temporarily.

(42) Suitable notice of all vacancies within the bargaining unit and resulting promotional opportunities and lateral transfer opportunities will be given to staff and to the association president, and sufficient time will be allowed for employees to advance their candidacy. Notice will be effected by posting for 5 consecutive workdays on suitable bulletin boards throughout the main and branch libraries. Such notice will include a description of the duties and location of the position in which the vacancy exists, together with its rank title, pay grade, and the requisite qualifications.

Nearly one-third of the agreements established the rate of pay that an employee would receive for temporary transfer to higher paying jobs. (See table 13.) Most of these clauses required the employer to pay the standard rate of the temporary job; this payment was to begin immediately or within a few hours after the employee assumed the higher position. The following clause stipulated that the higher rate would apply after the employee has been on the job 6 hours. A transfer of more than 24 hours would be given to the top man on the promotion list:

(43) Employees required to work temporarily at a rating higher than his regular position shall be compensated at the rate of the higher position if he should work for 6 hours or more at the higher rating. If this be for more than 24 hours, the man from the top of the established promotional list on the same platoon for this position shall be taken, and should he be promoted, this time shall be counted toward his salary step progression.

Some contracts, however, required the employee to work in the temporary position for a longer period of time before the new rate became effective:

(44) An employee selected from an appropriate list to fill a temporary vacancy in a higher classification shall receive a 5 percent increase or the first step pay of the higher classification whichever is greater, after working 30 days cumulatively in the higher classification within the twelve preceding calendar months, and shall receive said higher pay while acting in said higher classification after said 30 days.

Demotion. Only 13 percent of the agreements provided rules governing demotion. (See table 13.) Since demotion policies often are covered by outside rules such as civil service regulations, they remain an unabridged management right and therefore, are not referred to in the agreement. Demotion provisions were typically brief and contained few details. Some, however, established the right to grieve, defined the seniority status of demoted employees, or incorporated existing nonnegotiated rules:

(45) In the case of a demotion of a Registered Nurse to a lower classification, the city shall show just cause for the demotion. The demotion may be subject to the grievance procedure.

(46) Demotions.

(a) When employees are demoted from other divisions of the department, not under the representation of union, they shall not be able to use their appropriate seniority until all openings have been filled with members presently under the representation of the union. They shall then immediately come under the accepted transfer procedure with the full benefit of their appropriate seniority.

(b) If an employee is transferred to a position under the department not included in the bargaining unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred.

(c) However, employees returning to the bargaining unit under the provisions of this section will be assigned a vacant position and will be allowed to exercise their full seniority in picking job assignments at the next regular job opening. Employees transferred or demoted under the above circumstances, shall retain all rights accrued for the purposes of any benefits provided for in the agreement.

(47) . . . reduction in pay or position shall be governed by the rules of the Board of Fire Commissioners and the Civil Service Commission . . .

Eight percent of the clauses allowed employees voluntarily to elect demotion during periods of reduction-in-force. This stipulation generally meant transfer to an existing vacancy rather than replacement of workers with less seniority:

(5) The term demotion, as used in this provision, means reassignment – not requested by the employee– from a position in one job classification to a lower paying position in the same job classification or in another job classification.

Demotions shall be made only to avoid laying off employees. In any case involving demotion, the employee involved shall have the right to elect which alternative he will take – the demotion or the layoff.

No demotion shall be made for disciplinary reasons.

Some of these provisions spelled out the seniority rights accruing to the demoted worker:

(48) At the time of any layoff, a regular employee or a promotional probationer shall be given an opportunity to accept reduction to the next lower class in a series of classes in his department, or he may be transferred as provided by Rule 10:01 c (3), transfer in lieu of layoff. An employee so reduced shall be entitled to credit for any previous regular service in the lower class and to other service credit in accordance with the Service Credit Rule 9.

Layoff procedures. The growing financial plight of cities sometimes has resulted in drastic restrictions of municipal activities at the same time that desperate appeals for fiscal relief have been issued from mayors' offices to State and Federal Governments. In some situations, layoff has moved from threat to actuality. Civil service regulations in most cities provided for orderly reduction-in-force (RIF) procedures long before the advent of collective bargaining. As a consequence, references to layoffs are relatively infrequent.[6]

Provisions granting employee organizations an active role during reduction-in-force situations were negligible. The following example is typical in that it only required discussion of anticipated action with the union (See table 14):

(49) In the case of layoffs, seniority of employees in the City Service shall be recognized as a factor to be given substantial weight, together with other factors, in determining the order of layoff. When a layoff is contemplated, an opportunity for discussion shall be afforded to the appropriate union representatives prior to the issuance of the notices of layoff.

Almost 12 percent of the agreements stipulated that the union or association be given 1 week or more advance notice of any layoff except in emergencies. This action afforded the union the opportunity to confer with city management on ways of easing the effect on employees. At times, notice to both the union and employee was required.

(50) Except in emergency situations, employees to be laid off for an indefinite period of time will have at least 7 calendar days notice of layoff. The union shall receive a list of the employees to be laid off on the same date the notices are issued to the employees.

Occasionally, as part of the reduction-in-force process, workers were given displacement (bumping) rights. Bumping can occur either serially with many workers being affected, as in the first example, or bumping can be limited to the least senior employee and thereby minimize disruptions, as in the second illustration:

(51) An employee whose job is affected by a layoff or a job abolishment may bump into any job within the progression up to his position, whether or not he ever held the lower-rated job and/or any job all of whose duties are included in the job involved in the layoff or abolishment; provided the employee whose job is affected by a layoff or abolishment has more service with the city than the employee he is bumping. The procedure may then be followed by the employee so bumped until the last bumping procedure is completed. Representatives of the bargaining agent and the employer will jointly create a chart setting forth the jobs into which each classification may bump in the event of a layoff or abolishment.

[6] For a discussion of provisions in private sector agreements, see *Major Collective Bargaining Agreements: Layoff, Recall, and Worksharing Procedures*, (BLS Bulletin, 1425-13, 1972).

(52) An employee to be laid off under . . . this section may exercise seniority to displace the employee with the least amount of seniority within his classification and term of employment subject to the provisions of . . . this article. If he chooses not to exercise his seniority or cannot do so . . . he will be laid off; otherwise the displaced employee will be laid off.

The provision found most often but still appearing in only 28 percent of the agreements, granted employees who are displaced through no fault of their own the right to be rehired in the inverse order in which they were laid off. (See table 14.) In the following clause, ability to perform the available work along with seniority was a factor in recall:

(53) When due to lack of work, it becomes necessary to layoff employees, the employee with the least seniority standing shall be the first to be laid off, provided such employees retained are capable of doing the work remaining. When employees are to be recalled, the first to be recalled shall be those last laid off provided, that such employees recalled are capable of doing the work then available.

Job security. Several miscellaneous job security provisions helped either to protect the employees from layoff or ease the hardships that resulted from reductions-in-force. Few agreements contained these provisions, again perhaps, because they are covered by city rules and procedures antedating collective bargaining. Some, like attrition clauses, are as rare in private as in public agreements, and as a practical matter, a policy of not filling vacancies may be adopted.

The most frequent of these provided for the training of employees. (See table 15.) The skills acquired through training could increase an employee's value to the employer:

(54) The authority shall establish an in-service training program for the purpose of improving employee understanding and performance with respect to the employee's present position, the objectives of the authority's programs, and to prepare the employee for promotional opportunity. Successful completion of promotional training shall qualify all employees for promotion to the position for which trained, in accordance with this Article . . .

(55) All heavy equipment mechanics of the Fire Department shall be given the opportunity to attend a recognized fire equipment repair school or factory for special training. All members attending such a school shall receive their full salary while attending, and the city of Kansas City shall stand the cost of the school and out-of-town living expenses while in attendance as well as the cost of transportation from Kansas City and return.

With the adoption of the next pay plan there shall be established a new classification of fire equipment mechanic, and persons who successfully complete the specialized schooling shall be reclassified.

A few agreements provided for tuition aid. In the following provision, payment of full tuition, books, and fees was contingent on 2 years of service following completion of course work:

(56) The city will pay for the full cost of all tuition, books and fees of all police officers attending and successfully completing police science courses leading to the degree of associate of Police Science; payment being made on the following schedule:

(a) One-half of all expenses above mentioned upon presentation of evidence of successful completion of individual courses.

(b) All such expenses previously unreimbursed to be paid in a lump sum upon completion of 2 years' continuous service from date of receipt of the Associate's degree.

Clauses that either prohibit the subcontracting of work or limit the circumstances where it could be used helped to protect the jobs of employees. These clauses, however, were not significant in municipal agreements and appeared in only eight agreements:

(57) During the term of this agreement, the Board of Education shall not contract out or subcontract any public work performed by employees covered by this agreement that would mean the loss of time of any employee covered by this agreement, save in cases of emergency as determined by the Department Head.

Advance notice of technological changes and attrition arrangements were minimal in city agreements. The attrition arrangement in the second illustration protects employees in specific classifications only:

(58) The municipal employer agrees to supply journeymen and apprentices full opportunity to become proficient on all new equipment, machinery or processes which are a substitute for, evolution of, or which replace present equipment, machinery or processes and the union agrees to supply partially trained journeymen and apprentices for that purpose. The municipal employer will give the union sufficient advance notice of its intention to install any new equipment, machinery or processes to enable the contracting parties to implement the provisions of this section.

(59) The city shall have the exclusive right to eliminate through attrition the classifications of uniform fire dispatcher, fire lieutenant, fire prevention inspectors, drill master, and assistant fire marshal.

Hours, overtime, and premium pay

Scheduled hours; daily and weekly overtime. The number of hours constituting the normal daily or weekly

work schedule was set forth in almost two-thirds of the agreements, and often served as the basis for defining overtime. (See table 16.)

(32) The regular workweek for full-time employees shall be 40 hours with respect to every person holding a position in schedule B of the City compensation Plan effective March 6, 1963, with an asterisk prefixed to the title of the position, 35 hours with respect to all other such persons. The regular workday for employees whose regular workweek is 40 hours shall be 8 hours, and the regular workday for employees whose regular workweek is 35 hours shall be 7 hours. The workweek shall consist of 5 days, Monday through Friday, inclusive, except for employees in continuous operations or on rotating shifts, and except for employees in departmental schedules which differ from the standard Monday through Friday type schedule such as, by way of example and not by way of limitation, in the Public Works Department and the Department of Health and Hospitals. . . .

Overtime payment usually was specified after a certain number of daily or weekly hours had been worked (both found in approximately 38 percent of all agreements):

(17) Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

All work performed in excess of 8 hours in one day. . . .

(60) Except as otherwise provided herein, the regular workweek for regular full-time employees will be 40 hours, and all hours worked in excess of 40 in 1 workweek will be paid for at the rate of time and one-half (1½). Provided, however, that, consistent with the provisions of the Federal Fair Labor Standards Act, the hospital may schedule employees who work in special care departments (e.g., operating room) for 80 straight time hours of work over 2 workweeks so long as such employees receive time and one-half (1½) for all hours worked in excess of 80 in 2 workweeks, time and one-half (1½) for all hours worked in excess of 8 in 1 workday, and 4 days off during the 2 workweeks.

Regulation of overtime. Twenty-seven percent of the agreements which govern the scheduling of overtime provided for its equal distribution. (See table 16.) In some, however, the requirement was made that the employee be able to perform the job:

(61) Insofar as is practical, overtime will be divided equally among employees within a classification in which overtime is needed. If the employee within the classification next entitled to overtime is not qualified to perform the work for which overtime is needed, then the qualified person within the classification next entitled to overtime will be granted the overtime work.

Approximately 16 percent of the agreements specifically granted employees the right to refuse overtime. In the following example, an employee could refuse overtime except in an emergency without fear of discrimination. However, a record of hours refused was kept and posted:

(24) Overtime work shall be voluntary except in the event of an emergency. There shall be no discrimination against any employee who declines to work overtime, except in the event of an emergency, but a record shall be kept for each employee and posted, showing the number of hours of overtime he refused to work.

Compensatory time, that is, the granting of time off rather than overtime premium pay, was banned specifically in 18 percent of the agreements. (See table 16.)

(62) Employees working overtime Sundays and holidays shall be compensated two times hourly rate. Employees who work in excess of the normal 35 hour workweek shall be compensated on the basis of 1 1/2 times the hourly rate. No compensatory time, will be given for overtime work.

A few agreements, however, permitted compensatory time off or overtime pay at the option of the employer:

(37) Overtime at the rate of 1-1/2 times an employee's established hourly rate as set forth in schedule A, exclusive of shift premium, shall be paid for all work performed outside of or in excess of an employee's established shift hours and on the employee's 6th and 7th day of work in any week and on holidays other than those falling on Saturday, provided, however, that the employer may compensate for such overtime by time off at a time *mutually agreed* upon at the rate of 1-1/2 hours off for each hour of overtime (to a maximum of 40 hours in 1 year) worked.

Weekend work. Premium pay for work on Saturday or Sunday, normally nonwork days for many civil servants, was specified in less than one-fifth of the contracts. (See table 17.) In both examples, employees are guaranteed a minimum number of hours at the premium pay rate:

(35) For regularly scheduled employees (Monday-Friday), Saturdays shall be compensated at the rate of time and one-half provided such employees have been credited with 40 hours straight-time pay in the scheduled work week. A minimum of 4 hours at the time and one-half rate shall be guaranteed to such employees.

(63) Employees who are required to work on Sunday shall be paid double time for such work and shall receive not less than 4 hours' work.

Only 11 percent of the agreements provided for premium pay for work on the sixth or seventh consecutive day of work. Such provisions applied to employees on continuous operations:

(64) Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions: . . .

If an employee (continuous operation employee) works more than 6 consecutive days he/she shall receive double time for the 7th consecutive day worked every day worked thereafter.

Holidays worked. Premium pay for work on holidays was provided in nearly 45 percent of the agreements studied. This frequency was surprisingly large for such matters usually were established by municipal legislation or administrative promulgations.[7] In the following illustration the employee working on the holiday received time and one-half plus holiday pay, or double time and one-half:

(65) All work on a holiday for employees who are otherwise eligible for pay on a holiday shall be paid at a time and one-half pay rate in addition to the holiday pay.

Wage provisions and allowances

Wage adjustments. Although many agreements are shorter in duration in municipalities than in private industry, many contracts were still sufficiently lengthy to require adjustment of wages during the contract term. (See table 18.) Agreements of 2 years or more were more likely to have wage adjustment provisions than agreements of shorter duration. Deferred wage increases, provided automatically usually at the contract's anniversary date, were included in 52 percent of the agreements. Agreements with deferred increases paralleled city size. Thus, cities of 1 million inhabitants and over were most likely to include deferred wage increases in their contracts; cities of 250,000 to 499,999 population were least likely. (See table 19.) In some cases percentage increases were given as in the first illustration; in other cases, fixed amounts as in the second illustration:

(54) The authority shall, effective January 14, 1969 (or the beginning of the first payroll period next following this date), increase the compensation of all employees covered by this agreement, in addition to any other provisions, in the amount of 7.5 percent of salary rates then in effect.

Effective January 1, 1970 and January 1, 1971 (or the beginning of the first payroll period next following these respective dates), the authority shall increase the compensation rates of all employees covered by this agreement in additional amounts of 7.5 percent.

(66) Newly hired and promoted employees start at base rate of the classification and progress to classification rate after 6 months. All classification and base rates shall be increased 24 cents and 27 cents per hour in years beginning July 1, 1971, and July 1, 1972, respectively.

Cost-of-living adjustments, provided for in escalator clauses which relate wage levels to living costs as measured by a price index, typically the Bureau of Labor Statistics Consumer Price Index, were found in only 17 percent of the agreements. (See table 19.) The objective of such a provision is to maintain the purchasing power of money wages during the term of the agreement. One agreement gave the union the option of accepting the cost-of-living increase or an agreed on deferred increase:

(67) In the event the cost-of-living increases more than 7 percent in the period beginning on March 1, 1969 (base 124.6) and ending on February 28, 1971 the wage rates shall be increased on the basis of 1 cent per hour for each .5 point or major fraction thereof, rise in the cost-of-living over 131.6 as reflected in the Consumers Price Index for Urban Wage Earners and Clerical Workers, Bureau of Labor Statistics, U.S. Department of Labor monthly report using U.S. Survey. If the Bureau of Labor Statistics Consumer Price Index in its present form and method as calculated shall be revised or discontinued, the parties shall request the Bureau of Labor Statistics to provide an appropriate conversion of the allowance which shall be applicable as of the appropriate allowance date and thereafter.

(68) During the period from the first day of July, 1969, to the 30th day of June, 1970, the city agrees to increase each salary grade by a percentage equal to the percentage of increase in the national Cost-of-Living Index as shown by the average of the 12 monthly reports of the United States Bureau of Labor immediately preceding July 1, 1969; or, at the option of the union, instead of the cost-of-living increase, the employees represented by the union shall be paid an additional 2 percent of their salary during the second year of this agreement.

Clauses that allowed the contract to be reopened for renegotiation of wages or specific issues were found in about one-fourth of the agreements. (See table 19.) The advantage of wage reopeners over deferred increases lay in the ability of the parties to negotiate wages tailored to conditions existing at the time of the reopener. Most of these reopeners were limited to wages:

(69) Either party to this memorandum of intent reserves the right to reopen Article XVI (Wages) for the purpose of renegotiating wages for the period October 1, 1971 through September 30, 1972, by notifying the other party in writing at least 10 days prior to June 1, 1971.

Certain nonwage matters were the subject of reopeners in 11 agreements. Some contracts permitted negotiations on any noneconomic subject. Others allowed reopenings on specific items, such as pensions:

[7] See p. 29 for a discussion of holiday provisions in city agreements.

Reopening of contract

(70) It is agreed by and between the parties hereto that this agreement may be reopened on or after July 1, 1969 for the purposes of considering any noneconomic matters and issues which may have arisen by that date.

(71) The authority shall appoint a committee to investigate the possibility of an initiation of a retirement pension plan for employees covered by the terms of this agreement. This agreement may be reopened at any time during the term, for the sole and exclusive purpose of negotiation of a pension plan, at the request of said committee.

Thirteen agreements stipulated that area wage surveys would be conducted either to adjust current wages or serve as a basis to set future wage rates. (See table 19.) Eight of these provided for union participation in the area wage survey. In the first example, the union was limited to submitting comments and recommendations. In the second, union and city shared equally in approval:

(72) The union and authority agree that the authority has the responsibility to establish pay rates based upon the prevailing rates in the area. Further, the parties mutually recognize the union's concern regarding data relating to classifications covered by this agreement. The authority will provide the union with all nonconfidential salary data upon request. The union may meet and confer or submit comments, suggestions or recommendations for consideration by the authority prior to the adoption of new salary schedules.

(73) In order to implement the city's policy toward paying prevailing rates, the city agrees to determine a prevailing rate by a survey of rates paid for licensed first class operating engineers who are assigned as shift or watch engineers and first class refrigeration equipment operators, and computing a weighted average based on the number of employees surveyed in the respective classes. . . .

When the rates for the above classes are determined each year, they shall be approved by the city and the union. Any claimed error in the computation of the rates must be made within 30 days of the date of approval by the city and the union to effectuate a correction.

Job classification and reclassification. As opposed to adjustments in wages for groups of employees or all employees in a city agency, job classification and reclassification procedures permit changes in individual job rates when the job or jobs have been modified substantially or newly established. Thus, new rates can be established for difficulty of work, skills required, responsibility, and so forth. These new jobs and their rates then can be slotted into the existing wage structure. Provisions for the classification and reclassification of jobs were found in 22 percent of the agreements, and were negotiated in agreements primarily dealing with blue-collar workers. (See table 20.) Three-fourths of these agreements left classification matters to unilateral management determination, but more than half of these granted the employee organization the right of appeal. At times, such appeals could be arbitrated but often they were resolved only by a higher management authority:

(74) If substantial changes in the method of operation, tools, or equipment of a job occur, or if a new job is established which has not been previously classified, the wage rate for such job shall be determined by the Office of Personnel Administration. Before putting such rate into effect, the Office of Personnel Administration will promptly notify the union in writing, but once this is done, the city may put the rate into effect without any further delay. Thereafter, the union can file a grievance on the single issue of whether the rate established by the Office of Personnel Administration is reasonable or unreasonable, and, if the grievance is submitted to arbitration, the arbitrator shall have the authority to set a new rate if he determines that the rate set by the Office of Personnel Administration is unreasonable.

(75) A job classification complaint is an employee's request for review of the title, code or grade of his job at the activity level. Any employee may initiate a job classification complaint through his representatives. Such request will be submitted orally to the appropriate supervisor who will meet promptly with the employee and the union representative to discuss the matter and explain the basis upon which the job has been evaluated. If the matter is not satisfactorily settled at this level, the union may, at the employee's request, file a complaint in writing with the Division Chief. If the matter is not resolved, the complaint can be filed with the Associate Director, and then to the Director of Sanitary Engineering. If the matter is still not resolved, then the written complaint is referred to the District of Columbia Central Personnel Office. The Position Classification Specialist in the Personnel Office will meet promptly with the parties involved to discuss the matter. Information used to arrive at a decision will be made available to the employee and the union representative.

An appeal may be made by the employee(s) regarding the correctness of his present title, series code, and grade to the Central Wage Board Committee and/or the Civil Service Commission. Such an appeal must be initiated within 15 days of the date of the decision of the complaint.

One-fourth of the agreements stipulated that the employee organization would participate to some degree in making necessary job classification decisions. (See table 20.) The first illustration allowed only consultation, and the second provided the employee organization a greater degree of involvement and permitted recourse to third party advisory arbitration:

(75) The city agrees that it will consult with the association regarding other job classifications which it

may later establish or change as to salary grades and rates of compensation thereof.

(76) *Job reevaluation* — Within 60 days of contract approval, a committee will be established to review job inequities. If the parties cannot reach a mutual agreement, the issues may be submitted to advisory arbitration. The decision of the arbitrator would then be recommended to the Civil Service Commission and/or the Board of Education for their consideration.

Shift differentials. Approximately 30 percent of the agreements studied provided for a differential for evening and night work:

	Agreements	*Employees*
All agreements	286	613,490
Establishing shift differentials	87	292,891
No shift differentials	199	320,599

These were scattered among those activities which are in operation around the clock, such as transit systems, fire protection, and hospital services. Differentials were paid either as an hourly add-on, a salary increase, or a percent increase above day rates:

(46) A premium of 15 cents per hour shall be paid for all hours actually worked in any regularly assigned daily afternoon shift which commences at the hour of 11 a.m. or between the hour of 11 a.m. and 7 p.m.

A premium of 20 cents per hour shall be paid for all hours actually worked in any regularly assigned daily night shift which commences at the hour of 7 p.m. or between the hours of 7 p.m. and 4 a.m. inclusive.

(77) The parties herein recognize the financial difference in shift pay and all payments shall be made in accordance with the following schedule:

	Registered nurse	*Practical nurse*
3 p.m. - 11 p.m.	$1,200	$ 900
4 p.m. - 12 m		
11 p.m. - 7 a.m.	1,500	1,125
12 m - 8 a. m.		

(78) Effective January 1, 1969, a differential of 5 percent per centum shall be paid to all fire officers for work actually performed between the hours of 4 p.m. and 8 a.m. on a regular night shift and to those fire officers assigned to rotating tours of duty for work actually performed between the hours of 4 p.m. and 8 a.m. It shall not be applicable to Fire Officers who are regularly assigned to daytime tours of duty except when such fire officer is ordered to work a night shift.

Mileage allowances. In one-fourth of the agreements, city employees whose work required them to travel to various locations were authorized to receive a mileage allowance. (See table 21.) As the following illustration indicates, authorization of such payments could become enmeshed in the legislative process:

(79) Employees who are required to use their personal automobiles on city business will be reimbursed at the rate of 10 cents per mile. However, this allowance will not take effect until the existing ordinance relating to such reimbursements has been amended and a system of controls has been introduced.

Travel pay. Only about 6 percent of agreements provided for payment for time spent traveling to or from work:

(80) Operators required to report to the Legal Division, attend court for the department, or the City of Detroit, or to be detained at the terminal, shall be paid the regular wage rate plus travel time, and less witness fees. Time so consumed shall not result in financial losses to operators.

(81) The nature of the professional responsibilities of specialized services personnel requires traveling between buildings or community agencies. It is understood that they are on duty at all times while traveling on school district business.

Clothing allowances. Special clothing, uniforms, or protective devices usually were paid for or maintained by the city when they were considered necessary to safe or efficient performance of the employees' duties. These clauses, providing for clothing allowance or their maintenance, were found in 39 percent of the agreements and applied largely to police, fire, and blue-collar workers. (See table 21.):

(82) The Branch agrees to furnish appropriate protective clothing and equipment necessary for the performance of assigned work. The union may, at its discretion, recommend new protective clothing and equipment and modifications to existing equipment for consideration by the Branch.

(21) Each employee shall receive an allotment of $10 per month for the purchase and maintenance of personal items of clothing and equipment as prescribed by the city, provided that the city shall furnish and maintain all other items of clothing and equipment. This provision shall be effective commencing January 1, 1971.

Selected payments for time not worked

City contracts paralleled private sector counterparts in that they contained a variety of payments for time not worked, particularly for sickness, vacations, holidays, funerals, and jury duty. (See tables 22, 23, 24.) However, many of these frequently were granted unilaterally to city employees before the advent of collective bargaining, and thus, such arrangements were not included always in the agreements studied.

Sick leave. Seventy-seven percent of the agreements referred to sick leave. (See table 22.) Typically, sick leave provisions set forth the number of days that would be earned during a given working period. Often, they

stipulated the maximum days that might be accrued and carried over from year to year:

(83) The city's current sick leave policy provides:

> All employees shall accrue sick leave at the rate of 13 working days per year.
>
> Employees may accrue sick leave to a maximum of 90 days.

Most of the provisions dealt with aspects of sick leave policy designed to prevent abuses, such as reporting requirements and medical certification:

(84) Sick leave payments will not be made unless the employee complies with departmental rules requiring prompt notice to supervisors of any illness on the job, any absence, progress reports during absences, and expected date of return to work.

(85) When requested by the authority, any employee returning from a sick leave in excess of 3 days shall, at the time of such return, present written evidence from a physician of his physical fitness.

Funeral leave. About 60 percent of the agreements permitted paid leave in the event of death in the employee's immediate family, or less often, for other relatives or fellow employees. Funeral leave provisions generally included a definition of the family, a statement of which employees were eligible for leave, and a stipulation of the maximum days of leave that could be used. Within these general provisions, variety existed. For example, the definition of family could extend to step parents and children, foster parents, or a legal guardian. The maximum leave in the first clause was 3 days, and in the second, 5 days:

(86) Time off with pay, shall by granted to regular employees, not to exceed 3 work days in case of death in the immediate family. Immediate family shall be defined for this purpose as spouse, natural, foster, step parent, mother-in-law, father-in-law, child, brother or sister; or any relative residing in the household.

(87) In case of a death in the employees immediate family, 5 days leave of absence with pay shall be granted.

> The immediate family shall be defined as follows: mother, father, spouse, children, sister, brother, mother-in-law, father-in-law, grandmother, grandfather and legal guardian.

Often relatives and fellow employees also could be encompassed within the clause. The clause also could authorize leave for a memorial service, usually in the event of the death of a member of the armed forces:

(88) If explicitly reported on the time sheet, absence of a regularly-appointed accountant due to the death of a wife, husband, parent, parent-in-law, stepparent, child, brother, sister or stepchild shall be permitted without loss of pay for not to exceed 3 full workdays, provided the days are used within the calendar week (any 7 consecutive days) starting with the day of the death.

> In case the death of a relative, as listed in Section 2, (a), above occurs when such relative is in the armed services of the United States, these provisions may apply to leave for the purpose of attending memorial or religious services held because of such death, without regard to the place where death occurred or to the place where services are held.
>
> Absence of 1 day without loss of pay within the calendar week (any 7 consecutive days) starting with the day of the death shall be permitted in case of the death of a grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, neice, or first cousin.
>
> Regularly appointed accountants may be excused by the Superintendent for ½ day without loss of pay to attend the funeral of a fellow employee.

The preceding clause applied to "regularly appointed" accountants. Most clauses similarly emphasized that the leave extended only to the regular work force, and occasionally established a minimum length of service for eligibility. In the following provision, an employee was required to have 6 months' service. The clause also stipulated that the days of leave referred to were regularly scheduled work days, and that the leave would not impair accumulated sick or vacation leave:

(58) In the event of the death of a spouse, father, father-in-law, mother, mother-in-law, brother, sister, child, or grandchild in the immediate family of an employee with 6 or more months of continuous active service, and who is in active service at the time of such death, such employee shall be entitled to receive up to 3 days' leave without loss of pay for the purpose of attending funeral services or arranging for burial. It is understood that these days must be days upon which the employee is regularly scheduled to work. Leave without loss of pay under this paragraph shall not be deducted from sick leave or vacation leave.

Occasionally, employees could accumulate funeral leave within given limits:

(30) . . . During the first 2 years each employee shall receive 5 days bereavement leave for each fiscal year, which may be accumulated to a total of 10 days. After the 10 days leave have been accumulated, there shall be no further grant of days. If more than 5 days off in any 1 year are needed due to a death in the family, an employee may borrow from his accumulated 10 reserve days but he must replace those days from his succeeding years' 5 day personal leave grant.

Jury duty. Jury duty or court witness leave with pay was found in slightly fewer agreements than funeral

leave. (See table 22.) As a rule, provisions stipulated that employees would continue to receive regular pay, and also set forth the conditions they, in turn, had to meet to qualify, such as remission of jury pay to the city:

(89) Absence with pay not charged to vacation will be granted employees. . . . on jury duty or answering a subpoena (pay received for such duty must be turned over to the Accounting Division).

(90) Where an employee is summoned for jury duty by a court of competent jurisdiction, and actually serves on such jury, he may qualify to receive his regular pay as an employee during such service by turning his jury pay over to the city Finance Officer.

One agreement set forth jury-related activities for which absences away from work were fully paid:

(91) Employees who are required to serve on a jury, or are required to report to court in person in response to a jury duty summons, or are required to report for jury examination, or to qualify for jury duty, shall receive their regular salary during such absences provided that they remit to the Board an amount equal to the compensation received by them, if any, for jury duty.

Another agreement gave the city the option of providing compensatory time or overtime pay for shift workers on jury duty on what would otherwise be a scheduled day off. In addition, the city required proof of jury duty:

(35) All employees of the city of Toledo while serving upon a jury in any court of record within Lucas County, Ohio, shall be paid his regular salary for such period of time. He shall remit to the city Treasurer whatever amount such employee shall receive as compensation for his services as juror.

Shift workers who serve on jury duty on regularly scheduled days off shall be (at the option of the employer) granted compensatory time off or overtime pay.

All jury duty compensated for by the employer shall be certified to the employer by the Clerk of Courts, and under no circumstances may jury duty apply to any day not so certified.

In the course of duty, police officers could be called to testify before a court. The following highly detailed clause assured premium pay if attendance was required on days off:

(92) An employee on duty at night or on vacation, furlough, or on a day off, who attends as a witness or in other capacity in the performance of his duty for or in behalf of [Massachusetts] or the city in a criminal or other case pending in any district court. . . ., any juvenile court, or any superior court, or before any grand jury proceedings, or in conference with a district attorney. . . ., or at any pre-trial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state or the Federal Government or subdivision or agency. . . . to attend or appear before. . . . any of the foregoing, or who attends as a witness or in other capacity in the performance of his duty. . . in a criminal case or other case pending in a Federal district court, or before a grand jury proceeding, or a United States Commission, or in conference with a United States attorney. . . . or at any pre-trial conference or any other related hearing or proceeding, shall be entitled to overtime compensation for every hour or fraction thereof during which he was in such attendance or appearance, but in no event less than 3 hours such pay on an overtime basis; provided, however, that if he so attends. . . during any day, on more than one such occasion, he shall be entitled to such additional pay from the time of first such attendance. . . to the time of last such attendance on such day; provided, further, that if any such occasion occurs on a holiday which falls on the employee's day off or during his vacation, the employee shall receive the additional pay due him under the holiday and vacation provisions. . .

The agreement involving employees of the Los Angeles Housing Authority contained many of the features of jury duty provisions already discussed—pay, notification and certification of duty, remission of fees—but it also included two variations, namely, permission for employees to keep mileage allowances and permission to go on jury duty only if the authority's operations were not harmed:

(93) Employees receiving letters or summons for jury duty should notify their supervisor immediately. If absence is required by an official order from another governmental jurisdiction for jury duty or other public purpose, leave with pay shall be granted for the period of absence provided that:

1. The order has not been brought about through misconduct or connivance.
2. Any jury or witness fees received by the employee shall be remitted to the Fiscal Officer. Mileage allowances may be retained by the employee.
3. The absence will not seriously impede the operations of the authority.

If an employee, other than a litigant in the case, is required to be absent to appear before a grand jury or in a criminal case before a court within the State of California, or in a civil case being tried within Los Angeles County, in response to a subpoena duly served, his regular salary shall be continued during the period of absence, provided that:

1. Each date of necessary attendance in court or before a grand jury, other than the date specified in the subpoena, shall be certified to by the clerk or other authorized officer of such court or grand jury.
2. In any case in which a witness fee exclusive of mileage allowance is payable, such fee shall be

collected by the employee and remitted to the Fiscal Officer.

In municipal schools, employees could be excused from jury duty, presumably on the grounds that such employees serve the city more meaningfully while remaining on regular duty:

(65) School employees may be excused from jury duty. Immediately after receiving a summons, the employee should request instructions from the office of the Clerk Treasurer in order to seek exemption from jury duty.

Paid military leave. Employees who are members of the armed services reserve and who are called to active duty for emergencies or summer training were provided leave with pay in 40 percent of the agreements.[8] The clauses differed in the amount and duration of pay and the certification required for pay eligibility. The following two provisions, granted full pay during temporary military service. The clauses, however, contained no stipulations on whether payments made by the military had to be turned over to the city:

(94) Any employee who is a member of the Reserve Forces of the United States or of the State of New York and who is ordered by the appropriate authorities to attend a training program, or perform other duties under the supervision of the United States or of the State of New York, shall be granted a leave of absence with pay for a period not to exceed 30 days during such service.

(54) Leave of absence with pay shall be granted to an employee who is a member of the National Guard or Organized Reserve to fulfill his annual tour of duty requirement. This leave period is normally 2 weeks and shall not exceed 17 days.

Other provisions stated that the city would pay the difference between military and regular pay. By and large, provisions were limited to full-time employees as in the following examples, and required the employee to submit pay vouchers on his return so that the differential could be computed. The first explicitly guaranteed continued accumulation of vacation and sick leave credits.

(74) A regular (nonprobationary) employee of the city who is temporarily called to active duty (e.g. summer training) shall be granted a leave of absence for the duration of such active duty and shall be paid the difference between his regular pay and his service pay (upon receipt of a service pay voucher) for a period not to exceed 31 days in any calendar year and, further, shall accumulate vacation and sick leave with pay credit during the period of such leave.

[8] Leaves of absence for military service are discussed on p. 29.

(95) Regular full-time employees, who are members of any military reserve component, are entitled to leave of absence for such time as they are in the military service on field training or active duty for periods not to exceed 30 days per calendar year. Such a leave must be granted by the department head after seeing orders from proper military authorities. If the employee's military pay is less than his regular pay, he may file a certificate to that effect upon his return, with copies of military orders and pay voucher, and forward it to the Payroll Office through the Personnel Department, whereupon he will be given a check for the difference. Military training leave does not apply to short repetitive periods of military service.

Call back pay. Two-fifths of the agreements guaranteed that an employee called back after the completion of his shift either would work or receive compensation for a stipulated number of hours. Most frequently, 3 or 4 hours were guaranteed, usually at overtime premium rates:

(37) Any employee called to return to work immediately, or before the employee's next work shift and such call is after the employee has left the employer's premises at the end of his last shift shall be paid for a minimum of 4 hours at the rate of one and one-half times his regular rate, provided however, that if the same employee is called back more than once during the same between shift period his total minimum guarantee for all such call-backs shall not exceed four (4) hours at time and one-half.

In the following provision, actual hours worked were paid for at time and one-half, but the guarantee extended only to 4 hours at straight time:

(96) If an employee is called back to work after having completed a full day's work, he shall be paid at time and one-half the straight time hourly rate of pay for time worked with the minimum guarantee of 4 hours at the straight-time hourly rate.

The guarantee rate was only 3 hours at straight time for New York subway supervisors, but those recalled also received a paid meal allowance:

(97) If an employee is required to report back for emergency work after being released upon the completion of his regular tour of duty, he will be paid as follows: If he shall have been ordered to and does report in person to the place where he is directed to report, he will be allowed 3 hours' time at his regular rate of pay for so reporting.

An employee engaged in emergency work outside his regularly scheduled working time will be given a $3 meal allowance. . . .

Reporting pay. Seventeen percent of the agreements provided for payments to city employees, who reported for work as scheduled only to find no work was available. Such provisions were designed to penalize city

employers for improperly scheduling work and to compensate employees for the inconvenience of traveling to work unnecessarily. In contrast to provisions in nongovernment contracts, city agreements generally made no provisions for waiver of the report pay requirement:

(98) All employees, except part-time personnel, who report for work at a regular assigned time and who are officially excused and sent home due to lack of work or inclement weather before completing 2 hours of work, shall be credited with 2 hours pay at their straight time rate.

The employee could be required to remain available for work and to perform any work assigned to qualify for the guarantee:

(99) Any regular operator who reports for his regularly assigned run or trick and who, through no fault of his own, is not used, shall receive his regular day's pay, provided he holds himself available for and performs any other work which he may be ordered to perform.

(100) In the event a substitute teacher reports to a building in accordance with an assignment by the Division of Personnel, and the services of the substitute teacher are unnecessary, and in the event the substitute is willing to move to an assignment in another building but no such assignment is available, the substitute teacher shall be paid the sum equal to one-fourth of his daily rate.

Paid rest periods. Rest periods appeared in 19 percent of the agreements, but the practice formally or informally probably was more widespread than the data indicate. (See table 22.) Allowances in agreements usually involve blue-collar employees. Typically, clauses provide for rest periods of equal length, one before and one after lunch, midway through the shift:

(101) All employees shall have a 15 minute coffee break in the morning and a 15 minute coffee break in the afternoon. Such coffee breaks shall be paid for by the employer.

Clauses also may be added to prevent the abuse of breaks, for example, to extend lunch hours or for personal business:

(102) All employees' work schedules shall provide for a 15 minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible. The rest period is intended to be a recess to be preceded and followed by a work period. Consequently, it may not be used to allow late arrival or early departure or to extend the lunch period.

(103) All employees shall be entitled to one 15 minute rest period during every 4 hours work; the rest period will be taken ordinarily during the second or third hour of each 4 hour period. Employees shall not conduct personal business during the work day without permission.

Paid meal periods. Only 5 percent of the agreements provided for meal periods on the city's time. These clauses usually referred to special situations or circumstances, such as continuous operation or overtime, and applied to blue-collar workers, policemen, and firemen. For example, an employee working a minimum number of hours of overtime would be provided a paid meal period and another break if he continued to work for an additional period:

(37) An employee who is required to work more than 2 hours before or beyond his regular shift shall be allowed a 30 minute lunch period on the employer's time, to be taken not later than the expiration of such 2 hour overtime period. In the event the employee works for more than 4 hours beyond such 2 hour overtime period, he shall receive an additional 30 minute lunch period on the employer's time for each additional 4 hour overtime increment.

Where the nature of the operation required continuous attendance at the work place, then the worker received a paid lunch period, but he had to be prepared to respond to any need for his services:

(104) Employees who must continuously monitor their duty station shall have a 1/2 hour lunch period built into their 8 hour shift, and this lunch period shall be scheduled as close to the middle of the work shift as possible. It is understood that such employees are on duty while eating and may have to respond to duty requirements. Where the number of employees permits, efforts will be made to allow uninterrupted meal breaks.

Length of paid lunch periods may vary according to working conditions:

(40) There shall be a 20 minute paid lunch period for all personnel who are required to remain at their work station or worksite during the course of the workday. Such personnel shall include, but not limited to, operating personnel in the Division of Refuse Disposal, dispatchers who cannot leave their work stations, 24-hour shift operations, etc. No paid lunch period shall be longer than 20 minutes except that in the Division of Construction, Maintenance and Repair of Streets and in the Division of Sewage Treatment, because of special working conditions, the paid lunch period shall be 30 minutes.

Washup, cleanup. Washup, cleanup provisions were found in only 9 percent of the agreements studied, again predominantly among blue-collar workers, as might be expected, since basically this provision is job-related. For this study, clauses were defined to include matters such as putting away tools or equipment as well as preparatory time at the beginning of the day:

(19) All operators will be allowed 10 minutes preparatory time for the purpose of getting equipment ready for pulling out. Operators will be allowed 5 minutes for

storing equipment after completion of their assignments or work runs at Division points or outside locations.

Preparatory time and signoff time shall be considered as worktime and made a part of the work run.

More typically, provisions dealt with washing up and clothes changing, some of which provided for such time only at the end of the day. Time allowed usually varied from 10 to 15 minutes:

(36) An employee of the Shops and Equipment Department, Garage Division or Shop Division, shall be allowed 10 minutes with pay to wash and dress immediately prior to the completion of the day's work.

(66) Plumbers and painters and other employees when necessary shall be given 15 minutes in the afternoon to cleanup before leaving at the end of the workday.

Several agreements required the city to provide necessary facilities:

(57) Employees shall be granted a 15 minute personal cleanup period prior to the end of each work shift.

Work schedules shall be arranged so employees may take advantage of this provision, the employer shall make available the required facilities and supplies.

In some cases, the amount of time was not given, but employees were granted a "reasonable" time. The following provision also permitted washup at the end of both halves of the shift:

(29) The employer will provide a reasonable amount of time, consistent with the nature of the work performed, for employees to clean up prior to lunch and at the end of the workdays.

Vacations. A surprising 70 percent of the agreements referred to paid vacations, another fringe benefit normally covered in personnel regulations. (See table 23.) Plans typically were graduated and increased annually as length of service increased. Of the agreements specifying maximum lengths of vacation, 81 percent were for 4 weeks or longer; 5 weeks was the most common.

Vacation provisions are usually lengthy and involve a number of issues such as length of service, annual work requirements, scheduling, and the effect of termination, retirement, and military service on vacations. The length of service determines the number of weeks' vacation for a given year. Although length of continuous service usually is defined as work with one employer, the following plan permitted service with different governmental units. The same plan required city employees to work 30 weeks in the year to obtain the minimum 2 weeks' vacation. Other plans may set the vacation eligibility in hours or days worked in the year:

(105) Every employee covered by this agreement who on June 1 has actually worked for the municipal employer for 30 weeks in the aggregate during the vacation eligibility year shall be granted 2 weeks of vacation leave. . . .

. . . For the purpose of determining vacation leave . . service with the Commonwealth of Massachusetts, the city of Boston, or the county of Suffolk shall be included in computing length of service.

As for scheduling vacations, clauses stipulated that time off would be distributed without impairing operational efficiency. Within this limit, vacations could be selected by employees, usually on a seniority basis. However, the kind of seniority may differ for different groups of employees, and may be modified by location of work, shifts, and desirability for vacations during warm weather months:

(7) Vacation periods shall extend over the entire year and shall be scheduled in such a manner that in the judgment of (the employer) such vacation periods will not interfere with the demands for service. . . .

The selection for vacation periods for operators [transportation] shall be in accordance with seniority. [The employer] will post a list by October 15th showing the names of operators according to their seniority standing and specific time for each operator to make his selection. Such selection shall begin on the first Monday in November prior to the calendar year in which the vacation is to be taken, and shall be completed within 6 days, with one shop steward engaging in the pick.

With respect to nonoperating employees, the selection of vacation periods shall be in accordance with Division seniority by locations by shifts. [The employer] shall determine the number of employees and classifications for any vacation period although vacations will be scheduled over the entire calendar year, they will be set up for pick so that anyone in the nonoperating department could pick a vacation in May, June, July, August or September as he so desires. . . .

(106) Arrangements for vacations must be made with regard to the necessity of continuous working conditions in order that, in the judgment of the authority, a sufficient number of employees will be available at all times to cover the various classes of work. Vacations shall be picked according to an employee's seniority within the section he is employed.

Vacations also were granted to part-time workers, usually pro-rated according to the number of hours, days, or weeks a year that they worked. City employees who left employment usually received the vacation which they had earned until the time of their departure. The estate of a deceased worker typically received the employee's earned vacation pay. Workers discharged for cause generally lost earned vacation.

(107) Vacations for part-time building service helpers are granted on the basis of total hours worked, including paid sick time, during the 12 month period ending with pay period number 10 of each year. An additional allowance is granted after 10 and 20 years of service. . . . Any employee, who leaves the service due to resignation, retirement, layoff or death or who takes military leave, will be paid for earned vacation time that has accumulated. Discharged employees are not entitled to pay for accumulated vacation time.

Holidays. Provisions specifying the number of paid holidays appeared in as many agreements as vacation. (See table 24.) The number of paid holidays in city contracts varied greatly, but more than half of the agreements provided for 10 paid holidays or more. Regional variations were apparent. Although most agreements in the Pacific and East North Central States provided for 8 holidays or more, those in the East Coast were more liberal. Contracts in the Middle Atlantic States provided for 11 holidays or more, and in New England, where local holidays such as Bunker Hill Day and Evacuation Day are also celebrated, 12 or more. Some agreements also provided for days off on an employee's birthday and on his employment anniversary date.

In addition, holiday provisions usually established the number and designation of holidays, eligibility for pay, and premiums for work. Qualifications for holiday pay were determined by length of service, usually minimal, and days worked before and after the holiday. All of the qualifications had to be met for holiday allowances to be received. However, work qualifications which often could be waived under mitigating circumstances were adhered to rigidly when absence from work was the employee's fault:

(108) To qualify for holiday pay, city employees covered by this agreement must have been on the payroll for a period of 30 calendar days, and have worked their normal workday before and their normal workday following the holiday, unless such failure to work is caused by one of the following reasons:

a. Personal illness or illness in the immediate family
b. Jury duty
c. Serving military requirements
d. Death in the immediate family
e. Laid off within 1 week prior to the holiday
f. Leave with pay, including vacation leave

(90) Employees who are absent without leave on the workday immediately preceding or following the observed holiday, shall not be entitled to holiday pay or other provisions of this article. Any suspension made under the provisions of this agreement shall be treated as absence without leave under this section. Any employee who is on "Injured on Duty" status on the date of the observed holiday shall not receive holiday pay.

If the holiday was worked, the employee was paid a premium, and if the holiday fell on a day off or during vacation, an extra day's pay was provided:

(71) If a holiday as established in this contract falls during an employee's vacation time, the employee will be paid double time for the holiday.

If a holiday as established in this contract falls during an employee's regular day off, the employee will be paid for 8 hours straight time.

Should an employee be required to work on a holiday as established in this contract, said employee shall be paid double time for all hours worked with a minimum guarantee of 8 hours.

As an alternative, the city could provide another day off, often within given time limits. Occasionally, a contract stipulated that injured employees would receive pay for the day even though compensated by insured benefits:

(9) If an employee, who is eligible for paid holiday as set forth above, is absent from work because of illness or injury and is currently receiving accident and sickness insurance benefits. . . . or workmens compensation. . . . the employee is entitled to holiday pay for applicable holidays, without diminution of his accident and sickness or workmen's compensation benefits.

Unpaid leave provisions

Leave of absence provisions, which allow an employee to be absent and still retain his job rights, were found in three-fourths of the agreements and were divided about equally among the various kinds of leave specified. (See table 25.)

Military leave. Leave for regular military service was included in more than two-fifths of the agreements. Typically, these clauses provided for a leave of absence, in effect a guarantee of reemployment and a guarantee of various employee rights. Clauses could widen the definition of military leave to include nonmilitary services of conscientious objectors, as in the following clause, protecting seniority and automatic progression up the salary schedule:

(109) Military leaves of absence without pay will be granted to a permanent teacher inducted into the Armed Forces for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments by Congress.

A teacher will be eligible for military leave of absence if ordered to report for civilian work in the National interest

under the current provision of the Selective Service and Training Act applying to conscientious objectors.

Upon return to the school system, such inducted teacher will be placed on a step of the salary scale as if he had never left.

The teacher returning from military service will be reinstated and will retain seniority as if he had never left.

The right to reemployment to an old job or an equivalent one could be limited by the employee's physical condition. The contract also could restrict reemployment to those honorably discharged:

(110) Any permanent full-time employee who shall enter the armed forces of the country while a state of war or the requirement of compulsory military service exists will be restored to his former position or one of an equivalent status upon presentation of an honorable discharge . . . within 90 days from the date of the discharge.

Reinstatement from military leave of absence shall be subject to the ability to pass the required physical examination.

By reference, the law on military reemployment could be incorporated into the contract; the city also could guarantee retirement credits:

(111) An employee shall be granted an extended leave of absence without pay for military duty in accordance with law and after discharge shall be restored to employment with the city, upon request, in accordance with law. . . .

Employees on military leave who thereafter return to employment with the city shall receive retirement credit for all time spent in active military service.

Similarly, length of service could include time spent on military leave. The following clause also provided pay for the first 30 days of military service:

(112) Bilingual teachers on regular appointment who enter the military service shall be on leave of absence with pay during the first 30 days of such service unless the Board is otherwise required to make payment of salary during such military service.

In determining length of service for any purpose of this agreement, continuity of service shall not be deemed to be interrupted by absence determined to be due to illness, accident or injury suffered in the line of duty or by time spent in military service, the Peace Corps or VISTA.

Union business. About the same number of contracts referred to leave for union business as for military leave. Clauses typically defined the length of the leave period (long-term for employees assuming a union office and short-term employees going to a union convention or training institute), the number of employees eligible, and the status of the employee when he returned to work. Although the following clauses were silent on the subject, it could be the practice that when maximum leave was reached, the leave might be renewed for an additional period, once both parties reviewed the situation. The first provided for seniority to be accumulated during the leave period; and the second assured no loss in salary progression:

(113) Members of the union elected to local union positions or selected by the union to do work which takes them from their employment shall, at the written request of the union, receive leaves of absence for periods not to exceed 2 years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority. Employees will obtain leave renewal from the city on forms provided by the city.

(114) The Board agrees that up to three teachers designated by the association will upon request be granted a leave of absence for up to 2 years, without pay, for the purpose of engaging in association (local, state, national) activities. Upon return from such leave, a teacher will be considered as if he were actively employed by the Board during the leave and will be placed on the salary schedule at the level he would have achieved if he had not been absent.

Even short-term leaves for union business included safeguards of employee status:

(115) At the request of the union, a leave of absence without pay shall be granted to any classified employee who is a member of the union to attend a convention or other similar functions of short duration (subject to the approval of the appointing authority and the Commission). Such leave of absence will not affect his sick leave and vacation leave accruals, anniversary date for increases, seniority dates; nor will it constitute a break in service for computing service credits for Civil Service examinations.

Agreements providing for refusal of requests for leaves of absence were rare. In the following provision, written justification of any disapproval had to be given to the union. Conceivably, the decision could be processed under the grievance procedure:

(116) The employer recognizes that the union may designate employee members, elected or appointed, to a union office or to be delegate to a union function and agrees that, upon request, the employee will be granted annual leave or leave without pay for the period of time required to be away from his job to act as a union representative, or to attend union conventions or caucuses or to attend a union-sponsored and for employer sponsored training course. Such requests will be submitted as far in advance as possible, but in no case less than 5 working days prior to the day leave is to begin. If leave is refused, it shall be by the personal decision of the

branch chief, the union will be notified of such leave disapproval in writing together with notification in the...

Personal leave. Leaves of absence for personal reasons were found in 38 percent of the agreements. (See table 25.) These open ended provisions were defined vaguely, which provided leeway to the city in granting leave and to the employees in seeking leave. Such provisions ranged from simple declarations, as in the first illustration, which had no reference to the length of leave to lengthier statements of short-term leave, setting forth reasons for which it would be granted:

(117) All employes shall be entitled to a reasonable leave of absence for good cause. . . .

(40) After 1 year of continuous service, and yearly thereafter from the date of employment, full-time employees may be granted personal leave, not to exceed a total of 3 days in any one year, for any of the following reasons:

Religious observance. . .

Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in these regulations, provided the employee states the specific reason for the request, and such is approved by the Bureau Head and the Director of Personnel.

Teacher agreements granting personal leaves of absence tended to be more detailed, cover conditions under which leave might be granted, apply time limits, bases for refusal of leave, and rules to be observed by employees on leave:

(118) Any teacher who so requests may be granted personal absence of a reasonable nature by the Superintendent without pay, providing that adequate provisions have been made to assure the continuity of the instructional program. Request for personal absence shall be made in writing at least 14 calendar days in advance of the effective date of the leave, except in emergency situations. If the Superintendent is considering not approving the absence, he shall consider, prior to taking appropriate action, the following:

1. The individual request of the teacher.
2. The prior record of the teacher.
3. Unusual circumstances.
4. The fact that similar absence requests may or may not be approved in the future.
5. Prior disapproval of the request.

(119) Leave of absence for personal business may be granted by the Board of Education for such periods as the Board may decide, said period not to exceed 1 year. Teachers on such leave may request extension of such leave for good and valid cause. Those to whom such leave is granted shall suffer loss of full pay and must state, in writing, that they will not accept another position as administrator, supervisor or teacher during that period.

Teachers shall be entitled to two personal business days per year without loss of pay.*

*The personal business days shall not be cumulative.
*Unused personal business days shall be transferred to sick leave bank.

One who requests a personal business day shall submit his request, on the form prescribed, to the principal in time to allow the request to reach the Office of the Superintendent of Schools 3 days prior to the day of leave.

Normally, reasons which will justify the written request will be such as:

A. Marriage of the teacher or of an immediate relative of the teacher.
B. Graduation of a son or daughter.
C. Participation in a graduation or accepting a degree.
D. Serious illness at home.
E. Attendance at a professional meeting.
F. Property closings, sales, etc.

In the case of a personal emergency, such as attendance at a funeral not covered by the rules, the requirement of a prior written request will be waived by the Superintendent of Schools.

Maternity leave. Of the contracts studied, 37 percent referred to maternity leave; such agreements were numerous especially in educational institutions. Clauses typically stipulated the duration of leave, which varied greatly, particularly in terms of the employee's physical condition. As a rule, clauses did not refer to the employee's status on return, such as the effect of absence on seniority or salary, provisions commonly connected with other leaves. Usually, negotiated maternity leave clauses contained administrative details: advance notice of leaving and returning and requirements for medical certificates or examinations before and after:

(120) A married female employee who becomes pregnant and who wishes to return to work after delivery shall discuss her situation with her supervisor no later than the end of the 4th month of pregnancy and shall furnish a medical certificate showing expected date of confinement. Whether or not to grant a leave of absence for pregnancy is at the discretion of the department head. If granted, it must be without pay. If a leave is granted the agency head may request that the vacancy be filled on a temporary basis and that temporary promotion be made during the period of leave. Whether or not a leave is granted, the pregnant employee must leave the service at 2 months before the expected date of confinement.

Return to duty cannot be within 6 weeks of delivery and must be accompanied by a statement of her attending physician and concurrence of a city physician. The agency head may require advance notice of her return, not to exceed 30 days.

(121) A full-time, permanent employee with a minimum of 1 year of continuous service may be granted upon application to the appointing authority, a maternity leave of absence without pay and without loss of seniority for a period up to 6 months beginning no earlier than the end of the 5th month and no later than the end of the 7th month of pregnancy and ending no later than 4 months after birth. In no event shall maternity leave exceed 6 months.

Such application must be made at least 30 days prior to the date such leave is to become effective. The company must be notified at least 30 days prior to the date of the employee's intended resumption of active employment.

Maternity leave could extend to adopted children, could be renewed, or could be lengthened or shortened to coincide with the school year:

(122) A maternity leave shall be granted upon a physician's certification of pregnancy. For each case of maternity, an employee shall be required to take a leave of absence without pay, commencing not later than the end of the 6th month of pregnancy. Such leave shall not exceed 18 months for any one case of maternity.

A woman employee who adopts a child may be granted a leave without pay for up to 18 months.

(26) As soon as any employee who is a married woman shall become aware of her pregnancy, she shall notify the superintendent immediately and shall apply for and receive a leave of absence without pay to be effective beginning not later than the end of the 5th month of pregnancy and extending for a period of 1 year from the date of birth. Upon application of the employee, an extension of such leave may be granted for a period not exceed 2 years. An employee on maternity leave who may desire to return to service prior to normal expiration of her maternity leave may submit a written request for the consideration of the Superintendent, requesting such an earlier termination date. Such a request is to be accompanied by a supporting statement from her physician indicating that the individual is physically able to resume her regular duties. In any case, where a maternity leave has been granted, the employee shall notify the Superintendent in writing at least 1 month prior to termination of such leave, of her intention to return, resign or to apply for an extension of the leave. In the case of a teacher, the Superintendent is authorized to adjust the date of return from such a leave to coincide with the beginning of a school term, or with the best interest of the pupils at the time. In any case, where a subsequent pregnancy occurs before the expiration of either the original leave or the optional extension of such leave, the employee is to apply for a new maternity leave without pay as provided in these regulations. Such privileges shall be limited to one additional application.

A leave of absence without pay may be granted to care for an adopted child as follows: if the child adopted is less than 1 year old at the time of adoption, said leave shall not exceed 2 years; otherwise such leave shall not exceed 1 year. Upon application of the employee, an extension of such leave may be granted for a period not to exceed 1 year. In the case of a teacher, the Superintendent is authorized to adjust the date of return from such leave to coincide with the beginning of a school term. In all cases where a leave to care for an adopted child has been granted, employees shall notify the Superintendent in writing, at least 1 month prior to termination of such leave, of their intention to return, resign or to apply for an extension of leave.

Education. Of all the types analyzed, leave for education was the least prevalent. (See table 25.) As a rule, the proposed program had to be job related, beneficial to the city, and approved by relatively high levels of the agency or city hierarchy. The maximum length of absence was at times left vague:

(67) Permanent full-time employees shall be eligible to receive a leave of absence which does not exceed 1 full year for the purpose of furthering education. Such educational leaves should be determined upon recommendation of the Department Head and with the approval of the Division Director.

(3) A leave of absence with or without pay may be obtained as an educational leave subject to the approval of the Fire Commissioner and written approval of the City Manager if such is for the purpose of acquiring educational training which will increase the efficiency and usefulness of the employee to the Fire Department.

Some contracts stipulated that seniority would not accrue during absence, or that salary progress would continue as though the employee had remained on the payroll:

(123) A leave of absence without pay of up to 2 years duration may be granted to any teacher upon application for the purpose of engaging in full-time study at an accredited college or university which is related to his professional responsibilities. Upon return from such leave, a teacher who shall have successfully completed the work for which the leave is given shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such a period.

(124) Leaves of absence without pay may be granted for reasonable periods for the purposes listed below. . . .

Training related to an employee's regular duties in an approved educational institution (seniority shall not accrue during period of leave).

Contracts also might set reasons for refusal, protect the employee's retirement program, and permit part-time employment during absence:

(125) Leaves of absence without pay shall be granted upon application for the following purposes:

a. Study related to the school secretary's license field;
b. Study to meet eligibility requirements for a license other than that held by the school secretary. . .

The Board will recommend to the Teachers' Retirement Board the granting of retirement credit for the duration of the aforesaid leaves.

"Urgent needs" of the school to which the school secretary is assigned may be asserted by the Board as justifying a temporary denial of any application for leave without pay.

School secretaries on maternity leave and school secretaries on leave of absence without pay for study and related professional experience shall be permitted to perform per diem school secretarial service.

Short-term absences could be paid for, but approval might shift to a higher level of authority as the duration of the leave increased:

(126) The Superintendent, or his designee, may grant permission to teachers to attend educational meetings without loss of pay, but permission to be absent from any assignment for more than 10 days (not necessarily consecutive) in any 1 year is granted only by the Board of Education upon the recommendation of the Superintendent, or his designee. A record of the conditions of such permission is kept on file in the Office of the Executive Director for Personnel Services.

Miscellaneous leave provisions. City agreements contained a number of provisions which were not tabulated separately, for example, leaves of less than 1 day for voting or donating blood:

(127) Generally, an employee will be allowed sufficient official time off to allow 3 hours either after polls open or before they close for registering or voting. Under unusual circumstances, an employee can be excused up to a full day.

(128) Administrative leave, not to exceed 4 hours, will be granted to employees covered by this agreement for the purpose of donating blood at the Red Cross Blood Bank.

Leaves also were granted for military funerals:

(129) Permanent full-time employes shall be allowed to attend military funerals of veterans without loss of pay when a request for the leave is made by a proper veterans' organization that the service of such officer or employee is desired for the proper conduct of a military funeral.

Finally, extended leave could be granted for Peace Corps duty:

(130) Employees may be granted leave without pay for Peace Corps service. Such leave is for 1 year and may be extended not to exceed 2 years.

A probationary employee returning from the Peace Corps retains the period of probationary service achieved prior to his entry into the service. Employees on Peace Corps leave are given the benefit of any increments which would have been credited to them had they remained in active service with the District.

Time spent on Peace Corps leave may not be counted as active years of employment in the determination of retirement eligibility, but it will count as accredited service in the determination of the retirement allowance provided contributions based on his salary rate at the beginning of his Peace Corps leave are paid to the Pension Fund by the employee.

Employees are credited with regular sick leave allowance during their period of Peace Corps service.

Grievance and arbitration procedures

Negotiated grievance procedures in the city agreements studied were common, but not nearly as widespread as in private industry, where 99 percent of the agreements referred to the handling of employee complaints.[9] Of the city contracts studied, 87 percent referred to a negotiated grievance procedure or to a negotiated system in conjunction with an agency procedure. (See table 26.)

Scope of the grievance procedure. Although a grievance may be defined as any employee complaint relating to his job, not all agreements were as unrestricted in establishing what grievances could be taken through the system. In fact, only 87 percent of the agreements containing a procedure attempted to define admissable complaints. (See table 27.) These were about evenly divided between those which permitted any and all matters to be grieved and those which limited use of the negotiated procedure to complaints involving the interpretation and application of the contract. Each category excluded certain issues from the grievance procedure.

Provisions with no restrictions on the scope of the procedure typically consisted of brief definitional statements, opening the procedure, for example, to "any grievance" or to "all differences and grievances":

(131) "Every civilian employee of the Police Department shall have the right to present for consideration any grievance which he may have as to any matter affecting his relationship to the Department. . . ."

(132) For the purpose of facilitating the peaceful adjustment of differences that may arise from time to time and promote harmony and efficiency to the end that the authority, its employees and the general public may mutually benefit, the authority and the union agree to

[9] See *Major Collective Bargaining Agreements: Grievance Procedures* (BLS Bull. 1425-1, 1964), table 1, p. 2.

meet and deal with each other through their duly accredited representatives on all differences and grievances, including the interpretation of this agreement. . .

The amount of detailed language, on the other hand, varied widely from clauses which limited the negotiated procedure to complaints over the interpretation and application of the contract. Such provisions, for example, could be concise statements:

(6) Any employee claiming a breach of any provision of this agreement shall refer the matter to his supervisor within 5 working days of the date upon which the alleged violation occurred. The employee may be accompanied by a union representative in any discussion following such reference to the supervisor.

(63) Only matters involving the question whether the municipal employer is complying with the express provisions of this agreement shall constitute grievances under this article.

On the other hand, they could evolve into lengthy declarations which have legalistic language, and which include complaints over rules and regulations of the city and agency, but exclude disputes over specific issues and certain other rules and regulations which had the force of law, i.e., policy rather than personnel matters:

(56) The term grievance shall mean a real or claimed violation, misinterpretation or inequitable application of the rules, procedures, regulations, administrative orders or work rules of the city, the Department of Public Safety or the Police Bureau, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees or supervision of employees; provided, however, that such terms shall not include any matter involving rates of compensation, retirement benefits, changes in the published rules and regulations or established procedures of the city, the Department of Public Safety or the Police Bureau, or any matter which is otherwise reviewable pursuant to law or any rule or regulation having the force and effect of law.

An agreement could provide a more liberal scope for union than for employee grievances:

(73) A union grievance is a difference between the employer and the union concerning (1) working conditions or (2) the interpretation or application of any provision of this agreement and may be processed directly to Step 2 of the grievance procedure.

Any employee grievance is a difference between the employer and any employee concerning the interpretation or application of any provisions of this agreement.

Exclusions from the grievance procedure. Seventy-two agreements specifically excluded certain matters from the negotiated grievance procedure. These exclusions were as likely to be located in sections dealing with the subject matter as in the grievance clause itself.

Complaints over activities which were the responsibility of civil service commissions or other legally established boards were excluded most frequently. Agency regulations or city ordinances would have to be changed to make these matters subject to collective bargaining or the negotiated grievance system:

(92) Any matter which is subject to the jurisdiction of the Civil Service Commission or any Retirement Board established by law shall not be a subject of grievance or arbitration hereunder.

Provisions also could exclude from grievance appeals any actions taken under State law, matters subject to special review under agency or State rules, and issues over which the agency had no jurisdiction:

(107) A grievance is defined to be an issue concerning the interpretation or application of provisions of this agreement or compliance therewith, provided, however, that it shall not be deemed to apply to any order, action, or directive of the Superintendent or of anyone acting on his behalf, or to any action of the Board which relates or pertains to their respective duties or obligations under the provisions of the State Statutes.

(133) . . . except that the term grievance shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any by-law of the Board of Education or (2) the Board of Education is without authority to act.

Union participation. Although most agreements allow an employee to process his own grievance, the employee organization ordinarily serves as his spokesman. Thirty-five percent of the agreements required notice to the employee organization of any grievance submitted to the city. (See table 27.) Commonly, this action occurred following the informal first step, after which the formal procedure started:

(134) If an informal discussion with his immediate supervisor cannot settle a grievance, the aggrieved party shall present written notification of the grievance with a request for a formal conference. A copy of the letter shall be sent to the grievance committee [of the association].

Ordinarily, the employee organization would step in at this point to represent the aggrieved employee, if it had not already been called in for the informal discussion. When entering the dispute, the employee organization typically would investigate the complaint, and in its discretion would determine whether to carry it further in the formal grievance procedure:

(135) To initiate this grievance procedure, an aggrieved officer shall orally consult with his immediate supervisor in order to attempt to settle the grievance. If the grievance has not been resolved, the officer shall, within 2

days, reduce his grievance to writing and shall receive a written answer from his immediate supervisor within 2 days thereafter.

If the aggrieved officer is not satisfied with the written determination of the grievance, he shall then consult with the FOP who shall investigate the grievance.

If after investigation the FOP considers the grievance to be a just one, the FOP shall submit the grievance to the aggrieved officer's Division Commander within 3 days of receipt of the supervisor's written report.

Procedural steps and time limits. Beyond the informal first step, the grievance typically is carried through successively higher levels of appeal which coincide with levels of supervision. The number of steps obviously depends on the complexity of the organization. These steps each involve a review of the written statement of the complaint, a meeting of supervisors, employee and union, and finally, a written disposition of the grievance, by the appropriate supervisor for the step. In this manner, a written record supplements oral presentations. Continued dissatisfaction with the dispositions results in the movement of appeal to the next higher step.

To expedite grievances, time limits often are placed on various appeals and responses of aggrieved employees, their representatives, and city management. The employee, for example, must initiate the grievance within a given time following the occurrence of which the employee wishes to complain. Supervision must respond within specific time limits, and then the employee organization must appeal, if dissatisfied with the response, to the next higher level under still another time limit:

(136) If the finding or resolution of a grievance at any step of the procedure is not appealed within the prescribed time, said grievance will be considered settled on the basis of the last answer provided, and there shall be no further appeal or review. Should the employer not respond within the prescribed time, the grievance will proceed to the next step.

These limits may vary; management may have fewer days to respond than the employee organization has to appeal, especially in the lower steps of the procedure. Provisions may require prompter action in the lower, than in the upper steps of the procedure.

In some cases, steps could be by-passed to facilitate settlement:

(137) The steps in the procedure set forth herein shall be followed unless it is mutually agreed by the appropriate supervisor and the grievant that the grievance should be started at Step 3 or Step 4 . . .

In others, steps could be bypassed, time limits extended, or personnel processing the grievance expanded to provide a flexible procedure tailored to particular complaints:

(70) Matters relevant to grievance procedures . . .

(b) The time limits in the procedure may be extended by mutual agreement, in writing.

(c) Any step of the grievance procedure may be bypassed by mutual agreement, in writing . . .

(e) In the case of a group, policy or organization type grievance, the grievance may be submitted directly to the department head by the union.

(1) Any time limits stipulated in the grievance procedure may be extended for stated periods of time by the appropriate parties by mutual agreement in writing.

A grievance hearing on the interest of a majority of the employees in the bargaining unit shall be reduced to writing by the union and may be introduced at Step 3 of the grievance procedure . . .

As a means of facilitating settlement of the grievance, either party may include an additional member on its committee . . .

When all appeals have been exhausted and the employee still is dissatisfied with management's response, the employee organization may reassess the issue to determine further action. If the complaint is to be continued, the union could negotiate with city management:

(80) In presenting a grievance, the following successive steps must be taken until its settlement . . .

(5) The grievance will be subject to negotiation between the union business agent and the Board of Street Railway Commissioner's.

This step may be intermediate or final and may lead to arbitration.

Arbitration. As the final step in the process, 72 percent of agreements in cities compared with 90 percent in private industry provided for arbitration. (See table 28.)[10] In the move from grievance to arbitration, the scope of the procedure often is narrowed to issues involving interpretation and application of the contract:

(138) Final and binding arbitration may be resorted to only when issues arise between the parties hereto with reference to the interpretation, application or enforcement of provisions of this agreement.

[10] See "Major Collective Bargaining Agreements: Arbitration Procedures" (BLS Bulletin 1425-6, 1966), p. 7.

Provisions may specify a single arbitrator or an arbitration board, consisting usually of equal numbers of representatives of each party who, in turn, select the impartial members of the panel. If the panel or parties cannot agree on the arbitrator, they may turn to a government agency for a list of qualified persons from whom a final selection is made. Often alternate names are struck until only one person is left:

(139) . . . If they cannot agree on a fifth member within the first 3 working days after their first meeting, then the [employer] and the union shall jointly apply to the [Federal] Mediation and Conciliation Service for a list of at least seven arbitrators. The parties shall alternately strike names from such list, the union to strike first, and the last remaining name shall be the sole arbitrator. . .

To expedite the decision, time limits likewise are placed on the grievance system at various stages of the arbitration process: The initial meeting of the board, hearings, and the arbitrator's decision.

Most of the agreements authorizing arbitration specified the status of the arbitrator's decision. Binding arbitration prevailed. Of the 188 contracts containing a clear stipulation of status, 147 established binding arbitration:

(26) The decision of the arbitrator, if made in accordance with his jurisdiction and authority, as defined herein, will be accepted as final by the parties to the dispute and both will abide by it.

As in private sector agreements, the jurisdiction and authority of the arbitrator often was spelled out in some detail to protect the agreement from any revision resulting from his decision:

(140) The decision of the arbitrator shall be final and binding upon the parties, except that the arbitrator shall make no decision which alters, amends, adds to or detracts from this agreement, or which recommends any right or relief prior to the effective date of this agreement, or which modifies or abridges the rights and prerogatives of municipal management under Article IV of this agreement.

(108) . . . The arbitrator will follow and be bound by the rules of procedure adopted by the American Arbitration Association. The arbitrator shall fix a time, and a place for a hearing upon reasonable notice to each party. After such hearing the arbitrator shall promptly render a decision which shall be binding upon both parties but the arbitrator shall have no power to render a decision which adds to, subtracts from or modifies this agreement; the decision shall be confined to the meaning of the contract provision which gave rise to the dispute. . .

Under advisory arbitration, the employer may accept, reject, or modify the arbitrator's decision. Advisory arbitration clauses, however, were in the minority in this study. Usually, they designated the highest authority in the agency or the city in whose hands power rested. It could be the mayor, agency head, or a designated official:

(67) The arbitration panel shall render its decision based on a majority vote not later than 30 calendar days after the conclusion of the final hearings. Such decision shall be reported to the Chief Administrative Officer of the city of Memphis and to the union and shall be a matter of public record, and shall be advisory to the Chief Administrative Officer who is hereby designated by the Mayor to render a final binding decision.

In the remaining provisions, the status of the arbitrator's decision varied with the subject matter. For example, in the following illustration, binding arbitration applied to grievances over wages, hours, and working conditions and advisory arbitration to disciplinary matters:

(141) The specific exceptions noted above are not intended to limit the right of the union to proceed to final and binding arbitration in disputes affecting the entitlement of employes to existing and established wages, hours, and conditions of employment as specifically set forth and referred to in Schedule "A" attached hereto unless otherwise noted in said schedule. . . .

. . . Only the union may request advisory arbitration on behalf of an employe who has been disciplined, provided that the action is properly appealable under the provisions of [pertinent] Wisconsin Statutes in accordance with the rules and regulations promulgated thereunder by the Commission; and provided further, that the union shall file with the Commission within 3 days following the determination by such department head, an appeal in writing requesting advisory arbitration. . .

One agreement indicated that arbitration was binding on management, if it was in the city's favor. However, the arbitrator's decision, if not in favor, could be overruled by a vote of the city's legislative body:

(142) If the decision of the arbitrator is in favor of the employer, the same shall be final.

The employer shall abide by the decision of the arbitrator unless by a majority vote of all members of the Board of Commissioners, the decision of the arbitrator shall be rejected.

The arbitrator's decision usually had to be submitted in writing. Over 90 percent of the arbitration clauses also called for equal sharing of arbitration costs. However, costs generated by one party often were paid by that party:

(143) Arbitration proceedings may be initiated by either party within 15 days of the written disposition of

such grievance by the Deputy Mayor for Labor Negotiations. The decision of such arbitrator shall be in writing and binding upon the parties hereto.

. . . All expenses which may be involved in the arbitration proceedings shall be borne by the parties equally. However, expenses relating to the calling of witnesses or the obtaining of depositions or any other similar expense associated with such proceedings shall be borne by the party at whose request such witnesses or depositions are required.

(85) Each party shall bear the expenses and fees of the member appointed by it and its own expenses involved in the matter. All other expenses incurred by the Board including the making of a record, as the Board deems it necessary, shall be borne equally by the parties. The reimbursement of wages for employees called as witnesses, where a loss of wages had been incurred by said employee, shall be paid by the party calling such witness.

Disciplinary procedures. Although disciplinary procedures commonly are spelled out in civil service or personnel manuals, they also were referred to in almost 40 percent of the agreements studied. (See table 29.) In many cases, the contract referred only to existing procedures, in effect, and incorporated such procedures into the contract. In the following illustration the only addition, would appear to be a statement that reprimands would be made in private:

(136) Disciplinary action, discharge, reduction in pay or position or suspension for more than 30 days shall be governed by the Rules of the Board of Fire Commissioners and the Civil Service Commission. If the Employer has reason to reprimand an employee it shall be done in a manner that will not embarrass the employee before other employees or the public.

Some contracts defined the union role in disciplinary cases. In some, the union was notified of any planned disciplinary actions. The union or association was permitted to participate in the procedure, often informally for lack of any further contracted definition of the employee organization's role, to protect the rights of the disciplined employee:

(25) A person against whom disciplinary action is proposed shall be served with a written copy of the charges preferred against him and sha" · 10 days to answer in writing. A copy of the ch · ! also be served upon the Union. The answer sha · rved upon the Department Head. Failure to serve a written answer within the time period provided for herein shall be deemed admission of the charges.

More frequently, disciplined employees had recourse to the negotiated grievance procedure. (See table 29.)

(107) Any employee who is reduced in status, suspended for more than 15 days, removed, or discharged may, within 5 working days after receipt of notice of such action, file a grievance as to the just cause of the discharge, suspension, or discipline imposed upon him. . . .

In the following illustration, disciplinary cases first would go through normal review procedures, and then additionally might undergo advisory arbitration under a contractually established grievance panel:

(144) It is the policy of the Board that the discharge of an employee should be based on good and sufficient reason and that such action should be taken by the supervisor having such authority only after he has given due consideration to the matter.

If a per annum or per monthly employee with more than three months of continuous service is discharged, *or if an hourly employee with more than the equivalent of one school term of continuous service is discharged* he shall, upon his request, be given a written notice of discharge and a statement of the general reasons for such action. Such employee will also, upon his request, be afforded an opportunity for a prompt and careful review of the discharge in accordance with the provisions of review procedures prescribed by the Board of Education.

The Discharge Review Procedure shall include, as a further step, a provision for "advisory arbitration" by the Grievance Panel established under Article XII of this agreement. The recommendation of the Panel shall be transmitted by the chairman to the Superintendent of Schools. Within 10 school days after the date the recommendation is received by the Superintendent of Schools, he shall indicate whether he will accept the Panel's recommendation. Unless the Superintendent of Schools disapproves the recommendation within 10 school days after the date it is received by him, the recommendation shall be deemed to be his decision.

A few clauses also provided for speedy review of disciplinary actions. Steps of the grievance procedure could be by-passed by permitting the case to go directly to binding arbitration:

(51) Employees may elect to have their disciplinary disposition arbitrated. . . . An employee dissatisfied with the disciplinary decision of the officer issuing such order and who signifies along with his bargaining agent a desire to have his discipline arbitrated within 5 days after he receives the decision of the officer issuing such order and he does not appeal to the Civil Service Commission within the time limits set forth in the City Charter, he shall have the decision of the officer issuing such order, arbitrated. The arbitrator shall have the authority to affirm, disaffirm or modify the decision of the officer issuing such order. The arbitrator's decision shall be final and binding on all parties.

Some of the agreements provided that in discharge cases an employee could elect either to file a grievance

through the negotiated grievance procedure or utilize pre-existing civil service or agency procedures:

(145) The employer shall not discharge any employee without just cause. In any case involving discharge, the employee may contest the discharge and may elect to use the grievance procedure and/or the Civil Service procedure.

No-strike provisions. As collective bargaining has expanded, so have contract pledges not to resort to strikes or similar actions during the term of the agreement. Although most jurisdictions either explicitly or implicitly prohibit work stoppages, such clauses usually, are included as tradeoffs for an operating, viable grievance and arbitration procedure that permits city employees to initiate and carry their complaints through several levels of appeal to final resolution. Of the agreements studied, nearly two-thirds contained no-strike provisions:

	Agreements	*Workers*
All agreements	286	613,490
Having no-strike provisions	190	463,195
No reference to no-strike provisions	96	150,295

Some clauses strictly enjoined the signatory employee organization from engaging in any activities which might result in a stoppage:

(146) The association shall neither cause nor counsel its members, or any of them, to strike for any reason during the term of this Agreement, nor shall it in any manner cause them directly or indirectly to commit any concerted acts of work stoppage, slow down, or refusal to perform any customarily assigned duties for the municipal employer, namely, the city, for any reason during the term of this agreement.

Under the following provision, the employee organization additionally acknowledged that it had no right to strike, would disavow any stoppage that might occur, and would work to bring about its termination:

(147) There shall be no strike or lockout during the term of this agreement. The union recognizes that it does not have the right to strike against the Authority or to assist or participate in any such strike or impose a duty or obligation to conduct, assist, or participate in any such strike.

No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, slowdown, or withholding of service. The union agrees that neither it nor any of its officers or agents will call, instigate, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services.

Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slowdown or withholding of services, the Union shall forthwith disavow any such strike, work stoppage, slowdown or withholding of services and shall refuse to recognize any picket line established in connection herewith. Furthermore, at the request of the Authority the union shall take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown or withholding of services and to return to work forthwith.

Although not permitting a strike among city employees, the following clause allowed municipal employees to refuse to cross the picket line established by other unions:

(148) There will be no strike, refusal to work, slowdown, sit down or picketing by the union or members, or lockout on the part of the employer during the term of the agreement, provided, however, that a member of the union may refuse to enter upon the premises of any other employer, if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such other employer is required to recognize pursuant to an applicable State law or the Labor Management Relations Act of 1947, as amended.

Official time for grievances and negotiations. Of the 286 agreements, 177 or 62 percent provided official time for grievance preparation or hearings, or contract negotiations. (See table 30.) In 28 percent of the agreements, employees or their representatives were allowed paid time to prepare for grievance meetings, and in 44 percent, they were allowed official time to engage in hearings or otherwise process the grievance. The first illustration allows time for both the employee and employee organization representative. The other two refer only to employee representatives. All require notification to city management or its prior approval:

(115) An employee and his steward or other representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure with proper notification to their respective supervisors.

(149) Upon written application by the president of the Principals Club to the district superintendent involved, a Club representative may be allowed reasonable time during school hours to investigate grievances of principals.

(150) Reasonable time necessary to process grievances will be granted to the President, First Vice President, Second Vice President, Secretary-Treasurer, Business Agent and Station Representative upon the specific approval by the Assistant Chief or Chief.

The last two illustrations also referred to "reasonable" time to prepare or process grievances. In some

instances, the amount of time permitted was specified; thus, time off was limited:

(151) Chapter chairmen shall be allowed time per week as follows for investigation of grievances and for other appropriate activities relating to the administration of the agreement and to the duties of their office:

(1) In the elementary schools, three additional preparation periods effective September 1969 and four additional preparation periods effective September 1970;

(2) In the junior high schools, and in the high schools, relief from homeroom or official class.

(80) Certified executive board members of the union, not to exceed one for each terminal, will each be allowed a maximum of 20 hours pay per week to fully compensate them for time consumed in settlement of grievances, assisting terminal picks of runs and off days, attending department safety meetings, attending meetings with representatives of the department, whether same be called by employer or the union, assisting in the United Foundation Torch Drive, and other such community wide drives, and for engaging in any activities bearing upon labor relations with the Department of Street Railways.

Monthly or annual time allowances for grievances also could be expressed:

(84) The hospital will pay the straight time regular rate for authorized time actually spent by union representative employees of the hospital engaged in handling grievances during their regular working hours not to exceed in total the first one hundred twenty (120) hours per month so spent for all stewards or members of the grievance committee combined. The hospital shall not be required to pay for any time spent by union representative hospital employees in connection with arbitration proceedings.

(152) Grievance committee members will be permitted to leave their work without loss of pay to the extent of 4,160 total hours for the purpose of handling grievances above the level of senior auto repair foreman, and the handling of other union-department business.

A few contracts provided that time lost in processing or adjusting grievances would not be compensable, but employees would be excused from duty for such activities:

(153) Any employee who has invoked the grievance procedure herein before set forth will, upon application to his superior, be excused from duty for the purpose of attending a scheduled conference or hearing thereon; and such employee will also be excused from duty for the purpose of conferring with Union officials in regard to such grievance where it is shown to the satisfaction of his superior that it is impracticable for such conference to be held while off duty, but every reasonable effort shall be made by Union officials to hold such conferences during non-duty periods.

Employees excused from duty for the above purposes shall not receive pay for the time off.

Other provisions stated that time spent processing grievances or at the grievance hearing would not be paid:

(138) All parties agree to be bound by the following subparagraphs . . . That all grievances except emergencies involving the immediate safety of the employee are to be processed on the employee's time.

(154) All grievance hearings shall be held outside of the normal working hours of the grievant or grievants involved so as not to interfere with their working responsibilities. A representative of the Association may accompany and represent the grievant at all steps of the grievance procedure.

More than 34 percent of the agreements authorized negotiations on the employer's time. (See table 30.) Clauses of this type varied from simple statements that compensation would be allowed for "reasonable" time spent while negotiating with the city to provisions which limited the amount of paid time permitted:

(155) Employees shall be compensated for reasonable time spent away from work while representing the Union in the arbitration of a grievance or while negotiating a contract with the City of Boston.

(122) The union shall advise the Board of the names of its negotiators. The union shall be allowed a total of not to exceed 16 hours of employee's base salary for time spent in negotiations during the regular working hours during the life of this agreement. The union shall determine the allocation of the hours among the membership during the negotiations.

Negotiation impasse procedures and related matters

Negotiations involve the city management and the employee organization in joint discussions and operate within the constraints of the city's laws, administrative rules, and budget. The purpose of such negotiations is to reach agreement on wages and working conditions without resorting to strikes. Verbal agreements may be involved or a unilateral promulgation of the executive or legislative branches may result in which the role of the union is not clearly identified. However, a written contract similar to those in the private sector also may culminate.

For negotiations, the employee organization usually assembles several members into a committee to meet with management. In addition to the organization's principal officers, it ordinarily may contain several stewards or specially elected members. In almost 15 percent of the agreements studied, a provision governed such negotiating committees:

	Agreements	Workers
All agreements	286	613,490
Referring to negotiating committees	42	73,427
No reference to negotiating committees	244	540,063

The preceding tabulation clearly understates the extent of negotiating committees since they exist in all cases where an agreement has been reached.

Provisions usually specified the size of negotiating committees and the regulations granting time off, with or without pay, in negotiations:

(87) The Employer agrees to recognize a Negotiating Committee of seven employees from the plant who will be released from work (unless an emergency exists) with pay for negotiating sessions between the Union and the Employer to a maximum of 12 sessions.

Negotiation pay for each session will amount to pay for one shift at the employee's regular straight-time hourly rated pay, including shift differential, if any. Shift paid for and not worked shall count as hours worked for computing overtime.

A shift man scheduled for the night or evening shift shall be excused with pay from his shift.

In city negotiations as in the private sector, collective bargaining may become prolonged. To avoid undue delays, negotiators in the private sector always have the expiration date of the existing agreement as a motivation to complete bargaining. The "no contract, no work" incentive, however, is constrained in many cities by law. For this and other reasons dictated perhaps by budget deadlines, the parties occasionally have written deadlines and even negotiating schedules into current contracts:

(156) Conferences and negotiations shall be carried on by the parties hereto as follows:

Step 1. Submission of Association's demands to the city by February 1.

Step 2. Submission of city's demands (within 6 weeks) by March 15.

Step 3. Negotiating meetings shall commence (within 4 weeks) by April 15.

Step 4. Mediation, if any, begins by July 15.

Step 5. Factfinding, if any, begins by August 1.

Step 6. Recommendations of the factfinder to be issued by October 15.

If the parties reach an impasse, they at times may resort to the following third party procedures in overcoming obstacles: factfinding, mediation, and arbitration. One or a combination of these procedures was specifically referred to in 62, or 22 percent, of the agreements studied. (See table 31.) Over half of the 62 agreements provided for at least two of these procedures. Mediation was found most frequently, followed by factfinding and then arbitration. The low, overall prevalence cannot be construed to mean that few cities have impasse procedures, since in many cases they are established on an ad hoc basis. For example, the parties may request a prominent citizen or group of citizens to enter the dispute as fact-finders or mediators, and, in rare instances, as arbitrators.

The amount of detail on impasse procedures written into the agreement may vary. The first illustration refers to mediation. The second provision has considerable detail on the make-up and responsibilities of the fact-finding committee. The third clause has given somewhat less detail on the arbitration board to be established in the event of impasse, size and composition of the board, final and binding authority, and prohibition against strike or lockout:

(157) With respect to the status of this memorandum of understanding during negotiations and after termination thereof, the parties recognize joint responsibility and agree to provide continuing service to the end that educational processes and the work of the departments in the bargaining unit be not interrupted. If, during the course of negotiations, an impasse appears likely, every effort shall be made by them to resolve the dispute. In accomplishing this purpose, joint request for mediation services may be made.

(134) If the parties fail to reach agreement by November 15 of each year on any matters which are the subject of negotiations, either party shall have the right to refer such matters to a factfinding committee of not more than three impartial persons to be selected by mutual agreement. In the event the parties are unable to agree upon persons to act as factfinders within 10 days after the initiating party has notified the other of its decision to submit the disputed matters to factfinding, the factfinders, upon request of either party shall be designated by the Board of Education Employment Relations Board. The costs, if any, of such factfinding, shall be borne equally by both parties.

The factfinding committee shall immediately, upon its appointment, meet with the parties and endeavor to help the parties reach a mutually satisfactory agreement. If no such agreement is reached, the factfinding committee shall submit to the parties its report with recommendations at least 1 week prior to the last scheduled meeting of the Board in December. The committee may withhold any publication of its report if it believes that such withholding will aid in the settlement of a dispute. However, in such report either party shall have the right to publish the report in the event no agreement is reached 10 days after its receipt. Notwithstanding the reference to November 15, in the foregoing, any matters may be submitted to a factfinder or factfinders at any time by mutual consent of the parties. In that event, the other provisions of this Article shall apply.

(153) In the case of any labor dispute where collective bargaining does not result in agreement after all reasonable efforts to agree in good faith, the same may be submitted at the written request of either party to a board of arbitration composed of three persons as hereinafter provided, one to be chosen by the Authority, one to be chosen by the Union, and the two thus selected to select a third disinterested arbitrator; the findings of the majority of said board of arbitration shall be final and binding on the parties thereto; all contract conditions shall remain undisturbed and there shall be no lockouts, strikes, walkouts or interference with or interruption of service during the arbitration proceedings.

Savings Clauses. Once the agreement is ratified and signed, conditions are set for the duration of the contract--unless a clause subsequently is declared invalid or illegal. To permit the rest of the agreement to remain in effect in such situations, nearly two-thirds of the 286 agreements studied, covering 329,426 employees, incorporated a savings clause into the contract. These provisions provided that invalid clauses would not harm the rest of the contract but, instead, could be renegotiated:

(104) If any article or section of this agreement or any addition thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Table 7. Union security, dues checkoff, and management rights provisions in municipal agreements in cities with populations of 250,000 and over, by region, 1970[1]

Region	All agreements		Union security		Dues checkoff				Management rights	
					Total		With reimbursement of costs to the city			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	92	103,276	220	538,410	19	18,785	169	249,180
New England	24	22,630	21	22,001	21	20,001	....	.....	21	17,716
Middle Atlantic	71	342,800	13	15,946	55	304,652	4	7,050	22	54,246
East North Central	82	137,849	32	53,379	71	134,366	7	3,685	72	101,191
West North Central	7	6,750	1	650	6	4,050	....	.....	5	3,650
South Atlantic	24	48,612	2	2,550	20	38,612	1	350	20	37,262
East South Central	20	8,690	10	981	20	8,690	1	100	9	7,635
West South Central	3	3,960	1	60	2	760	....	.....	1	60
Mountain	13	10,478	2	178	8	8,828	5	7,350	4	8,100
Pacific	42	31,721	10	7,531	17	18,451	1	250	15	19,320

[1] See table 1, footnote 1.

NOTE: Data are nonadditive.

Table 8. Union security, dues checkoff, and management rights provisions in municipal agreements in cities with populations of 250,000 and over, by occupational group and government activity, 1970[1]

Occupational group and government activity	All agreements		Union security		Dues checkoff				Management rights	
					Total		With reimbursement of costs to city			
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
OCCUPATIONAL GROUP										
Total	286	613,490	92	103,276	220	538,410	19	18,785	169	249,180
Blue-collar or manual crafts	119	133,668	48	34,880	91	102,484	10	9,850	73	92,848
Professional or technical	68	210,889	14	17,798	54	194,726	4	4,915	34	61,623
Clerical	11	10,850	4	3,600	10	10,250	1	150	7	5,250
Police or fire	46	57,424	9	12,200	32	38,264	1	450	25	22,674
Blue-collar and clerical[2]	8	5,016	3	3,050	6	3,316	....	.....	5	3,242
Professional and clerical	5	14,200	1	600	4	12,300	....	.....	3	8,300
Blue-collar and professional	3	2,200	2	1,750	2	1,750	....	.....	2	1,750
Blue-collar, clerical, professional, or technical	15	20,170	8	10,700	14	19,270	2	1,420	14	19,070
Occupation not given	11	159,073	3	18,700	7	156,050	1	2,000	6	34,423
GOVERNMENT ACTIVITY										
Total	286	613,490	92	103,276	220	538,410	19	18,785	169	249,180
Police[3]	22	26,674	4	7,100	15	15,174	1	450	12	13,250
Fire	25	30,824	5	5,100	18	23,164	....	.....	13	9,424
Education	79	246,700	9	21,100	63	227,100	6	6,835	33	74,790
Public welfare	1	350	....	.....	1	350	....	.....	1	350
Public works-maintenance of buildings and roads	28	7,884	12	2,931	25	7,419	3	1,600	20	7,198
Sanitation	14	18,080	4	210	12	5,230	....	.....	7	2,520
Housing authority	13	7,092	6	1,100	11	1,992	3	700	9	1,564
Transit systems and authorities	22	65,441	14	23,691	15	56,991	3	5,500	20	64,410
Port authorities	3	629	1	29	2	179	....	.....	1	29
Turnpike and tollbridge authorities	1	100	1	100	1	100	....	.....	1	100
Public utilities: water, electric, gas	11	2,266	2	175	6	1,921	....	.....	3	375
Recreation facilities	2	650	....	.....	2	650	....	.....	1	550
Public health: hospitals and clinics	19	7,946	10	2,516	15	6,316	....	.....	18	7,858
Libraries	9	5,136	4	584	6	2,284	2	1,700	5	2,870
Legislative, judicial, and administrative activities	7	8,131	3	140	4	6,640	....	.....	4	6,640
Citywide activities	30	185,587	17	38,500	24	182,900	1	2,000	21	57,252

[1] See table 1, footnote 1.

[2] Includes one police agreement covering civilian, blue collar, and clerical employees.

NOTE: Data are nonadditive.

Table 9. Types of union security provisions in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Provisions	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Total with union security	92	103,276	28	54,790	37	36,508	27	11,978
Union shop	23	15,500	3	10,950	8	3,878	12	672
Modified union shop	10	8,810	6	6,150	–	–	4	2,660
Agency shop	39	59,147	8	29,350	21	22,001	10	7,796
Maintenance of membership	20	19,819	11	8,340	8	10,629	1	850
No reference to union security	194	510,214	41	331,487	92	120,044	61	58,683

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

Table 10. Antidiscrimination provisions in municipal agreements in cities with populations of 250,000 and over by region, 1970 [1]

Region	All agreements		Having an antidiscrimination provision	
	Agreements	Workers	Agreements	Workers
Total	286	613,490	183	335,312
New England	24	22,630	24	22,630
Middle Atlantic	71	342,800	46	135,156
East North Central	82	137,849	44	101,175
West North Central	7	6,750	5	3,400
South Atlantic	24	48,612	18	35,562
East South Central	20	8,690	19	8,616
West South Central	3	3,960	2	3,900
Mountain	13	10,478	11	9,928
Pacific	42	31,721	14	14,945

[1] See table 1, footnote 1.

Table 11. Selected provisions governing activities of employee organizations in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Provisions	All agreements		City Size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Meetings on company time or premises	58	220,153	19	134,715	30	63,938	9	21,500
Bulletin boards	155	332,619	34	162,655	82	128,814	39	41,150
Visitation rights	105	225,838	25	89,975	54	102,694	26	33,169
Rights and duties of employee organization personnel								
Representative	70	124,541	19	50,000	25	43,005	26	31,536
Steward	68	74,593	17	22,080	28	36,026	23	16,487

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

NOTE: Data are nonadditive. Agreements may have more than one provision.

Table 12. Labor-management committees in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Committees	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreement	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Joint conference (consultation, cooperation)	55	119,680	20	73,615	23	25,355	12	20,710
Safety	33	38,840	5	7,490	22	23,900	6	7,450
Apprenticeship training	11	18,331	4	9,850	6	8,450	1	31
Professional issues	17	94,100	5	66,100	8	19,800	4	8,200
Industrial relations issues	15	54,250	5	33,200	5	12,200	5	8,850

[1] City size is based upon the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

NOTE: Data are nonadditive.

Table 13. Promotion and demotion procedures in municipal agreements in cities with populations of 250,000 and over, 1970[1]

Procedures	Agreements	Workers
Total	286	613,490
Promotion procedures specified	151	352,423
Rules governing job posting	118	313,572
Rate of pay for temporary transfers stipulated	93	114,531
Rules governing demotions	36	46,205
Demotion in lieu of layoff specified	23	30,031

[1] See table 1, footnote 1.

NOTE: Data are nonadditive.

Table 14. Selected reduction-in-force procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Procedures	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreement	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Advance notice of layoff	34	28,648	10	8,780	20	15,777	4	4,091
Role of employee organization in RIF	11	10,480	4	2,330	6	8,000	1	150
Bumping procedures	34	39,150	13	15,330	8	14,100	13	9,720
Recall rights	70	114,099	19	49,480	29	43,867	31	20,752

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

NOTE: Data are nonadditive.

Table 15. Miscellaneous job security provisions in municipal agreements in cities with populations of 250,000 and over, 1970[1]

Provisions	Agreements	Workers
Total	286	613,490
Training and retraining	30	154,464
Subcontracting provisions	8	14,924
Advance notice of technological change	3	2,329
Attrition arrangements	1	450

[1] See table 1, footnote 1.

NOTE: Data are nonadditive.

Table 16. Hours and overtime provisions in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Provisions	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Provisions governing:								
Scheduled daily or weekly hours	186	480,723	48	323,805	90	114,123	48	42,795
Daily overtime	110	108,934	27	47,090	54	40,151	29	21,693
Weekly overtime	107	223,023	24	163,305	50	42,193	27	17,525
Equal distribution of overtime	77	89,371	14	24,850	33	48,913	30	15,608
Right to refuse overtime	47	64,457	8	8,350	26	45,801	13	10,306
Compensatory time or overtime pay	10	14,281	....	.....	9	14,235	1	46
Compensatory time banned	52	190,903	18	164,355	26	19,263	8	7,285

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

NOTE: Data are nonadditive. Agreements may contain more than one overtime provision.

Table 17. Premium pay for weekend and holiday work in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Provision	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Premium pay provision for:								
Saturday/Sunday	51	47,662	7	17,300	32	22,351	12	8,011
Sixth and seventh day	31	52,576	15	33,240	10	12,185	6	7,151
Holidays	128	274,456	29	182,805	62	65,196	37	26,455

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

NOTE: Data are nonadditive.

Table 18. Wage adjustment provisions in municipal agreements in cities with populations of 250,000 and over, by contract duration, 1970[1]

Contract duration	All agreements		Wage adjustment provisions							
			Deferred wage increase		Escalator clause		Provision for area wage survey		Contract reopeners[2]	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	148	334,016	49	62,686	13	18,320	68	226,806
Less than 12 months	20	23,514	4	2,350	1	9,000	1	9,000	4	14,100
12 months	64	106,112	15	55,230	5	1,942	3	4,150	14	47,750
13 through 23 months	25	25,212	11	12,110	1	1,100	1	350	7	8,996
24 months	78	139,329	56	105,647	22	22,199	2	1,920	22	23,275
25 through 35 months	29	55,740	15	32,880	6	6,800	2	2,150	8	4,775
36 months	53	239,448	43	115,649	14	21,645	3	550	11	126,060
More than 36 months	5	5,450	2	2,550	....	.....	1	200	1	700
Duration undetermined	12	18,685	2	7,600	....	.....	....	.....	1	1,150

[1] See table 1, footnote 1.

[2] Includes 11 contracts covering 16,459 workers, which permit reopening the contract on nonwage matters only.

NOTE: Data are nonadditive. Agreements may contain more than one provision.

Table 19. Wage adjustment and contract reopener provisions in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Provisions	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Deferred wage increase	148	334,016	47	219,095	69	88,848	32	26,073
Escalator clause	49	62,686	10	25,050	25	26,680	14	10,956
Provision for area wage survey	13	18,320	7	11,900	3	750	3	5,670
Contract reopeners[2]	68	226,806	20	168,430	27	37,305	21	21,071

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

[2] Includes all provisions, covering 16,459 workers, which reopen the contract for nonwage matters only.

NOTE: Data are nonadditive. Agreements may have more than one provision.

Table 20. Role of employee organization in job classification in municipal agreements in cities with populations of 250,000 and over by occupation, 1970 [1]

Employee organization role in job classification	All agreements		Occupational group							
			Blue-collar and manual crafts		Professional or technical		Clerical		Police or fire	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	119	133,668	68	210,889	11	10,850	46	57,424
Referring to job classification and reclassification	64	67,374	24	25,334	14	4,364	2	1,600	6	5,260
Unilateral management determination	48	44,556	18	11,762	12	4,118	1	100	6	5,260
Organizations right to appeal	29	35,068	14	9,684	6	3,360	....	.....	....	.....
No reference to appeal right	19	9,488	4	2,078	6	758	1	100	6	5,260
Union participation	16	22,818	6	13,572	2	246	1	1,500	....	.....
No reference to job classification and reclassification	222	546,116	95	108,334	54	206,525	9	9,250	40	52,164

Employee organization role in job classification	Blue-collar and clerical		Professional and clerical		Blue-collar and professional		Blue collar, clerical, professional and technical		Occupation not given	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	8	5,016	5	14,200	3	2,200	15	20,170	11	159,073
Referring to job classification and reclassification	5	1,266	1	1,200	1	1,400	8	8,250	3	18,700
Unilateral management determination	5	1,266	1	1,200	....	.....	3	3,850	2	17,000
Organizations right to appeal	4	1,174	....	.....	....	.....	3	3,850	2	17,000
No reference to appeal right	1	92	1	1,200	....	.....	....	.....	....	.....
Union participation	.....	.....	....	.....	1	1,400	5	4,400	1	1,700
No reference to job classification and reclassification	3	3,750	4	13,000	2	800	7	11,920	8	140,373

[1] See table 1, footnote 1.

Table 21. Travel time pay, mileage allowance, and special clothing allowance or maintenance in municipal agreements in cities with populations of 250,000 and over, by occupation, 1970[1]

Occupation	Pay allowance for							
	All agreements		Travel time		Mileage		Clothing allowance or maintenance	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	16	64,331	71	309,354	111	213,613
Blue-collar or manual crafts	119	133,668	9	51,981	20	24,889	50	104,213
Professional and technical	68	210,889	3	7,100	20	93,673	8	29,148
Clerical	11	10,850	....	.....	2	950	1	700
Police and fire	46	57,424	2	3,400	10	23,000	35	50,410
Blue-collar and clerical	8	5,016	1	650	1	92	5	2,192
Professional and clerical	5	14,200	1	1,200	1	6,500	1	600
Blue-collar and professional	3	2,200	....	.....	2	1,750	1	450
Blue-collar, clerical, professional and technical	15	20,170	....	.....	9	13,650	7	6,650
Occupation not given	11	159,073	....	.....	6	144,850	3	19,250

[1] See table 1, footnote 1.

NOTE: Data are nonadditive.

Table 22. Selected payments for time not worked in municipal agreements in cities with populations of 250,000 and over, by occupational group, 1970[1]

Selected payments	All agreements		Occupational group							
			Blue-collar or manual crafts		Professional or technical		Clerical		Police or fire	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	119	133,668	68	210,889	11	10,850	46	57,424
Funeral leave	173	282,570	72	92,579	39	94,308	6	4,400	24	20,624
Jury duty or court witness	166	300,405	77	85,342	39	126,122	5	4,800	18	18,174
Sick leave	221	544,595	91	111,942	56	189,020	6	5,850	30	42,824
Rest periods	53	65,958	26	15,243	11	13,115	2	5,650	1	700
Paid meal periods	15	19,748	7	10,424	1	4,500	....	.....	5	3,074
Wash-up/clean-up	27	35,287	19	21,367	4	2,870	....	.....	1	550
Call-in/callback	116	254,542	49	45,847	14	4,342	3	1,300	21	17,860
Reporting pay	48	49,003	30	22,538	6	3,442	1	100	1	1,200
Military service-reserve duty	113	211,567	42	26,542	35	119,558	4	4,900	12	8,724

Selected payments	Blue-collar and clerical		Professional and clerical		Blue-collar and professional		Blue-collar, clerical, professional, or technical		Occupation not given	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	8	5,016	5	14,200	3	2,200	15	20,170	11	159,073
Funeral leave	6	3,316	4	12,300	3	2,200	13	16,520	6	36,323
Jury duty or court witness	4	1,174	3	11,700	2	1,750	13	16,720	5	34,623
Sick leave	7	4,016	5	14,200	3	2,200	15	20,170	8	154,373
Rest periods	1	350	1	1,200	2	1,750	6	8,650	3	19,300
Paid meal periods	.....	.....	....	.....	2	1,750	....	.....	....	.....
Wash-up/clean-up	.....	.....	....	.....	....	.....	2	2,500	1	8,000
Call-in/callback	2	1,350	3	8,300	2	1,750	14	19,420	8	154,373
Reporting pay	1	650	1	1,200	....	.....	5	7,450	3	12,423
Military service-reserve duty	3	1,700	4	12,300	....	.....	10	14,520	3	23,323

[1] See table 1, footnote 1.

NOTE: Data are nonadditive. Agreements may have more than one provision.

Table 23. Maximum paid vacation in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Maximum vacation allowed	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Agreements with vacation provisions	201	399,594	53	281,255	98	85,368	50	32,971
Maximum vacation provisions specified	160	244,867	44	142,705	79	77,397	37	24,765
2 weeks[2]	7	39,250	5	37,950	2	1,300	....	.....
2 1/2 weeks	1	100	....	.....	1	100	....	.....
3 weeks	17	8,893	8	3,340	7	5,450	2	103
3-1/2 weeks	5	1,960	....	.....	2	110	3	1,850
4 weeks	50	75,029	12	22,000	27	43,984	11	9,045
4-1/2 weeks	3	1,993	....	.....	2	93	1	1,900
5 weeks	67	112,497	12	75,650	37	26,330	18	10,517
5-1/2 weeks	5	1,780	2	400	1	30	2	1,350
6 weeks	5	3,365	5	3,365	.....	.....	....	.....
Maximum cannot be determined	41	154,727	9	138,550	19	7,971	13	8,206
No reference to vacation	85	213,896	16	105,022	31	71,184	38	37,690

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

[2] Includes one agreement covering 800 part-time school crossing guards who receive 7 days' vacation.

Table 24. Number of paid holidays in municipal agreements in cities with populations of 250,000 and over, by region, 1970[1]

Number of paid holidays	All agreements		Regions							
			New England		Middle Atlantic		East North Central		West North Central	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	24	22,630	71	342,800	82	137,849	7	6,750
Agreements with paid holidays	200	361,303	19	17,116	48	207,392	63	72,897	6	4,050
Less than 5 days	3	1,040	....	.....	2	540	1	500	....	.....
5 days	1	3,100	....	.....	....	.....	....	.....	....	.....
6 days[2]	9	9,816	....	.....	....	.....	6	8,766	1	650
6 days plus 1 or more half days	1	35	....	.....	....	.....	1	35	....	.....
7 days	9	9,535	....	.....	....	.....	1	2,350	....	.....
7 days plus 1 or more half days	3	400	....	.....	....	.....	3	400	....	.....
8 days	27	34,284	....	.....	6	2,450	6	14,810	4	3,000
8 days plus 1 or more half days	6	6,035	....	.....	....	.....	5	5,635	1	400
9 days	13	9,894	....	.....	....	.....	8	8,563	....	.....
9 days plus 1 or more half days	11	1,422	....	.....	....	.....	10	1,344	....	.....
10 days	23	30,382	....	.....	4	6,500	12	20,357	....	.....
10 days plus 1 or more half days	1	4,000	....	.....	....	.....	1	4,000	....	.....
11 days	35	180,096	....	.....	14	151,696	2	1,700	....	.....
11 days plus 1 or more half days	1	11,200	....	.....	1	11,200	....	.....	....	.....
12 days	26	22,577	17	16,566	7	4,261	2	1,750	....	.....
12 days plus 1 or more half days	5	1,050	2	550	1	150	....	.....	....	.....

Table 24. Number of paid holidays in municipal agreements in cities with populations of 250,000 and over, by region, 1970[1]—Continued

Number of paid holidays	All agreements		Regions							
			New England		Middle Atlantic		East North Central		West North Central	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
13 days or more[3]	5	13,564	....	.....	4	13,550	1	14	....	.....
All recognized holidays	3	4,350	....	.....	2	4,150	....	.....	....	.....
All local holidays	1	3,000	....	.....	1	3,000	....	.....	....	.....
Reference to holidays, no details given	17	15,523	....	.....	6	9,895	4	2,673	....	.....
No reference to paid holidays	86	252,187	5	5,514	23	135,408	19	64,952	1	2,700
	South Atlantic		East South Central		West South Central		Mountain		Pacific	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	24	48,612	20	8,690	3	3,960	13	10,478	42	31,721
Agreements with paid holidays	14	25,712	13	8,317	....	.....	7	1,828	30	23,991
Less than 5 days	.....	.....	....	.....	....	.....	....	.....	....	.....
5 days	.....	.....	....	.....	....	.....	....	.....	1	3,100
6 days[2]	.....	.. ....	1	150	....	.....	....	.....	1	250
6 days plus 1 or more half days	.....	.....	....	.....	....	.....	....	.....	....	.....
7 days	1	350	6	6,735	....	.....	1	100	....	.....
7 days plus 1 or more half days	.....	.....	....	.....	....	.....	....	.....	....	.....
8 days	2	4,700	2	143	....	.....	....	.....	7	9,181
8 days plus 1 or more half days	.....	.....	....	.....	....	.....	....	.....	....	.....
9 days	3	1,242	2	89	....	.....	....	.....	....	.....
9 days plus 1 or more half days	.....	.....	....	.....	....	.....	1	78	....	.....
10 days	1	350	2	1,200	....	.....	1	450	3	1,525
10 days plus 1 or more half days	.....	.....	....	.....	....	.....	....	.....	....	.....
11 days	4	18,200	....	.....	....	.....	4	1,200	11	7,300
11 days plus 1 or more half days	.....	.....	....	.....	....	.....	....	.....	....	.....
12 days	.....	.....	....	.....	....	.....	....	.....	....	.....
12 days plus 1 or more half days	.....	.....	....	.....	....	.....	....	.....	2	350
13 days or more[3]	.....	.....	....	.....	....	.....	....	.....	....	.....
All recognized holidays	1	200	....	.....	....	.....	....	.....	....	.....
All local holidays	.....	.....	....	.....	....	.....	....	.....	....	.....
Reference to holidays, no details given	2	670	....	.....	....	.....	....	.....	5	2,285
No reference to paid holidays	10	22,900	7	373	3	3,960	6	8,650	12	7,730

[1] See table 1, footnote 1.

[2] Includes one agreement covering 4,200 workers, which provides 6 paid holidays in addition to regular school vacations.

[3] Includes one agreement covering 1,700 workers, which provides 13 paid holidays in addition to regular school vacations.

Table 25. Leave of absence provisions in municipal agreements in cities with populations of 250,000 and over, 1970[1]

Provision	All agreements	
	Agreements	Workers
Total	286	613,490
Referring to leave of absence	212	538,537
Personal reasons	109	260,397
Union business	120	316,632
Education	85	381,292
Maternity	107	417,663
Military	121	226,101
No reference to leave of absence	74	74,953

[1] See table 1, footnote 1.

NOTE: Data are nonadditive. Agreements may contain more than one leave of absence provision.

Table 26. Negotiated and agency grievance procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Grievance procedures	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Reference to negotiated or agency grievance procedure	249	574,157	63	365,507	118	149,499	68	59,151
Negotiated procedure only	216	431,650	60	245,307	98	132,988	58	53,355
Agency established procedure only	1	120,000	1	120,000	...	...	...	...
Negotiated and agency established procedure	32	22,507	2	200	20	16,511	10	5,796
No reference to negotiated or agency procedure	37	39,333	6	20,770	11	7,053	20	11,510

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

Table 27. Negotiated grievance procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Grievance procedures	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Reference to negotiated grievance procedures	248	454,157	63	245,517	117	149,489	68	59,151
Notice to employee organization of grievances	101	250,017	31	161,060	40	70,322	30	18,635
Scope of procedure defined	215	408,664	52	228,057	105	133,069	58	47,538
Any and all matters	113	301,898	30	186,265	39	82,065	44	33,568
Interpretation and application of agreement	102	106,766	22	41,792	66	51,004	14	13,970
Exclusions from procedure specified	72	114,522	14	60,095	56	52,727	2	1,700

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

NOTE: Data are nonadditive.

Table 28. Selected arbitration procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Procedures	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Reference to arbitration procedures	203	402,060	53	239,105	97	122,071	53	40,884
Status of arbitrators decision specified	188	384,122	50	226,755	95	120,171	43	37,196
Binding arbitration	147	334,828	48	226,290	59	74,592	40	33,946
Advisory arbitration	32	48,370	2	465	27	44,655	3	3,250
Varies[2]	9	924	....	.....	9	924	....	.....
Cost of arbitration shared	185	374,160	47	220,055	88	117,971	50	36,134

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

[2] Includes eight agreements in which the status of the arbitrator's decision varies with the subject matter, and one agreement which provides that the decision will be binding if it favors the employer and advisory if it favors the employee or union.

NOTE: Data are nonadditive. Agreements may contain more than one provision.

Table 29. Selected disciplinary procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Procedures	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Reference to selected disciplinary procedures[2]	113	126,052	28	47,390	48	52,700	37	25,962
Union notified of disciplinary action	67	64,974	15	24,240	25	26,710	27	14,024
Disciplinary action subject to grievance procedure	89	107,778	27	43,590	42	43,430	20	20,758
No reference to selected disciplinary action	173	487,438	41	338,887	81	103,852	51	44,699

[1] City size is based on the 1970 Census of Population U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

[2] Data are nonadditive. Agreements may contain both notification and the right to grieve.

Table 30. Official time allowances for employee organization business in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Allowances	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Referring to official time allowances for employee organization business[2]	177	334,232	38	162,255	91	120,868	48	51,109
Grievance preparation	81	176,703	24	114,155	30	39,884	27	22,664
Grievance hearings	125	254,820	31	145,905	65	78,711	29	30,204
Contract negotiations	98	227,737	22	135,825	48	57,021	28	34,891
No reference to official time allowances for employee organization business	109	279,258	31	224,022	38	35,684	40	19,552

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

[2] Data are nonadditive. Agreements may contain time allowances pertaining to more than one area.

Table 31. Negotiation impasse procedures in municipal agreements in cities with populations of 250,000 and over, by city size, 1970

Procedures	All agreements		City size[1]					
			1,000,000 and over		500,000-999,999		250,000-499,999	
	Agreements	Workers	Agreements	Workers	Agreements	Workers	Agreements	Workers
Total	286	613,490	69	386,277	129	156,552	88	70,661
Agreements with impasse procedures	62	61,284	3	4,260	47	37,809	12	19,215
Factfinding only	6	7,000	...	...	4	3,300	2	3,700
Mediation only	16	19,400	2	310	8	8,670	6	10,420
Arbitration only	5	5,570	1	3,950	4	1,620	...	...
Factfinding and mediation	30	23,814	...	...	27	22,519	3	1,295
Factfinding and arbitration	1	3,800	...	...	...	...	1	3,800
Mediation and arbitration	3	1,100	...	...	3	1,100	...	...
Factfinding, mediation and arbitration	1	600	...	...	1	600	...	...
No reference to impasse procedures	224	552,206	66	382,017	82	118,743	76	51,446
Impasse procedures specified[2]	62	61,284	3	4,260	47	37,809	12	19,215
Factfinding	38	35,214	...	...	32	26,419	6	8,795
Mediation	50	44,914	2	310	39	32,889	9	11,715
Arbitration	10	11,070	1	3,950	8	3,320	1	3,800

[1] City size is based on the 1970 Census of Population, U.S. Department of Commerce, Bureau of the Census. Tables cover all cities of 250,000 inhabitants or more which had written agreements and which made these agreements available.

[2] Data are nonadditive. Each agreement may have one or more impasse procedures.

Chapter 4. Teacher Provisions in Municipal Collective Bargaining Agreements

Among the agreements in this study were 34 covering 195,000 teachers. In most respects these contracts are similar to other public employee agreements and they have been analyzed for all of the provisions discussed so far. In other respects, however, teacher agreements differ in that they address themselves to matters of particular concern to educators, such as academic freedom, professional behavior, teacher development, evaluations, etc. Consequently, without reference to prevalence, a number of provisions pertaining to these aspects of teaching are cited for illustrative purposes.

Academic freedom. An issue of major importance to teachers is the protection of academic freedom. Contract clauses on this subject usually grant the teacher a great deal of latitude in preparing and presenting subject material, within the framework of policies established by the Board of Education:

(119) In our representative democracy in which ultimate power is retained by the people and exercised through delegation of authority, the Board and the Association advocate the realization of the full potential of each individual by recognition of and respect for his dignity. It therefore allows that the education of each individual must develop the essential fundamental processes and those skills, understandings, and attitudes which will affect his harmonious development as a spiritual, intellectual, physical, emotional, and social being. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, which do not conflict with the philosophy, underlying principles, objectives and content of the courses of study adopted by the Board of Education.

A few agreements include policy statements adopted by other organizations concerned with academic freedom. The following statement is an example:

(91) WHEREAS, the Board and the union subscribe to the concepts of Academic Freedom as expressed by the AAUP as follows:

(a) The teacher is entitled to full freedom in research and in the publication of the results, subject to the adequate performance of his other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the institution.

(b) The teacher is entitled to freedom in the classroom in discussing his subject, but he should be careful not to introduce into his teaching controversial matter which has no relation to his subject.

(c) The college or university teacher is a citizen, a member of a learned profession, and an officer of an educational institution. When he speaks or writes as a citizen, he should be free from institutional censorship or discipline, but his special position in the community imposes special obligations. As a man of learning and an educational officer, he should remember that the public may judge his profession and his institution by his utterances. Hence he should at all times be accurate, should exercise appropriate restraint, should show respect for the opinion of others, and should make every effort to indicate that he is not an institutional spokesman.

Professional behavior. Occasionally agreements dealt with professional standards of conduct and the role of the organization in maintaining them:

(158) Alleged breaches of professional behavior shall be promptly reported to the offending teacher and to the Unit PR&B Representative of the Association. The Association shall use every reasonable effort to correct breaches of professional behavior by any teacher.

The teacher may be subject to disciplinary action for repeated infractions or failure to perform the duties and responsibilities outlined in this Agreement. Teachers are encouraged to display exemplary conduct as an example to students and to refrain from actions which will detract from the professional image of the teacher.

Professional development. Nearly all agreements provided opportunities for teachers to develop their

skills and increase subject knowledge. The teachers themselves often play an important role in establishing the programs or the criteria for participation. Additional education, often facilitated by liberal leave policies, varied experience, or involvement in other training programs, was a common method of upgrading professional competence:

(159) 1. The Board shall negotiate with local area colleges for an extension of in-service training in cooperation with the colleges whereby such course work will be recognized for purposes of teacher certification and advanced degrees.

2a. A sum of $600,000 shall be appropriated for the summer of 1969 and a like sum for the summer of 1970 for teacher fellowships for study in accredited colleges and universities, under the criteria hereinafter set forth. The intent is to provide a grant of a sum equal to 70 percent of summer school teachers' salary. However, since the summer school sessions at the various school levels are substantially different in length, it is believed equitable to establish a fixed sum to be paid each teacher participating in the program.

2b. To allocate these fellowships equitably, the Superintendent shall in February of each year determine the ratio of the total possible participants to the total number of appointed teachers. The number of participants to be allocated to each school shall be determined by applying the said ratio to all appointed teachers on the payroll for such school. . .

(160) The committee established by the terms of the September 1, 1969 Agreement, "formed of three representatives of the Board and three representatives of the Association to develop ongoing procedures for Professional Staff Development and sensitivity training, and an optional program of professional growth courses," shall continue under the terms of this Agreement.

Agreements also could provide some form of sabbatical leave for teachers who wish to attend school full time. A minimum length of service and promise to return to work for the school board are common requirements for eligibility:

(161) *Sabbatical leave*

Purpose To provide opportunities for professional improvement, Sabbatical leave shall be available to teachers for full-time programs of study.

Eligibility Any teacher who has completed 5 or more years of service as a member of the professional staff of the Cincinnati Public Schools, exclusive of any years of service counted for obtaining any other leaves of absence, and who has attained continuing contract status, may be granted a leave of absence in accordance with Section 3319.131, Ohio Revised Code, to increase his professional preparation through a full-time approved program of study, if in the judgment of the Sabbatical Leave Committee and the superintendent such leave of absence will be in the interests of the Cincinnati Public Schools. The maximum amount of partial pay an employee may receive while on leave under the provisions of this paragraph shall not exceed either,

(1) the difference between the pay to which the employee would be entitled if service had been rendered during the period of leave and the minimum salary of a class I teacher (formerly class III), or

(2) one-half of the pay to which the employee would be entitled if service had been rendered during the period of leave, whichever is less.

In determining the partial pay during the period of leave and the salary after return from leave, the teacher on leave shall be granted increments and any other salary adjustments as though service had not been interrupted provided the program of professional growth is completed satisfactorily.

Application Applications shall be made to the Sabbatical Leave Committee. The applicant shall submit plans for the use of the Sabbatical leave and shall meet all other requirements as established by the committee. The committee shall ask the applicant's supervisor and/or principal to react to the proposed plan of study.

Selection The association shall appoint three teachers to serve with two administrators on the Sabbatical Leave Committee.

One half of 1 per cent of the teachers may be granted Sabbatical leaves in any 1 school year.

All eligible teachers, except those with 25 years or more of full-time teaching service in Ohio, shall, as a condition of approval for leave of absence for professional growth, sign a written agreement to return to service immediately following satisfactory completion of the program of professional growth within the specified period or to refund to the Board no later than August 20 next following the specified period of leave or any additional leave, all of the partial pay received during the period of leave. Refund of pay received while on leave shall also be made if the teacher fails to complete satisfactorily the program of professional improvement in accordance with the provisions of Section 3319.131, Ohio Revised Code.

Teacher exchange programs are provided for in a few agreements:

(118) In any 1 year, a reasonable number of teachers, as determined by the Superintendent, may be exchanged for teachers from some other school administration district in the United States and in a foreign country. Such exchange shall be initially recommended by the Superintendent to the Committee on Appointment and Instruction, which shall recommend final action to the Board.

In the following illustration, bargaining parties agreed to review the student teaching program and compensation to supervisors of student teachers:

(162) Current efforts or the part of the State Superintendent's office, colleges of education and professional organizations may result in changes in certification standards. At such a time, a study committee composed of representatives from the Alliance and the District, with consultants from colleges of education, shall be formed to write further recommendations in the area of cadet teacher supervision.

The District shall promote a closer working relationship between cadet supervising teachers and university faculties.

It is recognized that the training of new members of the profession is of great value and importance both to the District and the profession. It is the obligation of the profession to work toward and assist in the education of new members of the profession. Proper compensation for this work is an important consideration as variations in cadet supervision continue to evolve. The District shall not participate in compensation of cadet supervising teachers, but will continue to explore with institutions appropriate rates of pay by the institutions.

Teacher evaluation. The procedures used to evaluate performance are important to professionals. This concern is shown when teachers have negotiated a voice in establishing the frequency of evaluation and the recourse they will have if a report is unfavorable. As in the following example, an evaluation of a probationary teacher may be made by another teacher assigned by the employee association:

(163) The performance of all teachers shall be evaluated in writing. Probationary teachers shall be evaluated at least two times during the school year: No later than November 1 and December 17. In the event that a "shall not recommend reelection" evaluation is received on the December 17 evaluation, the teacher and/or administrator may request and have conducted an additional evaluation. Tenure teachers shall be evaluated at least once every 5 years, and the evaluation report should be submitted by March 1 of the year of evaluation. Criteria for evaluation of all teachers shall be clearly defined.

A copy of the written evaluation shall be submitted to the teacher at the time of personal conference or within 10 days thereafter; one copy is to be signed and returned to the Administration, the other is to be retained by the teacher. In the event that the teacher feels that his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report, to be placed in his personnel file with a copy to the Area Superintendent. In the event the teacher desires to have further relief from such report he shall utilize the grievance procedures described elsewhere in this agreement within 10 days of such report.

Any probationary teacher who shall have received a second evaluation in the school year which he considers substantially negative may, upon request, have his performance evaluated by a tenure teacher assigned by the Association. This evaluation shall be made using the same criteria as that which resulted in the original negative evaluation. The Administration may likewise, upon request, have such evaluation by a tenure teacher appointed by the Association in any case in which the probationary teacher shall have filed an objection or instituted a grievance procedure with respect to such second evaluation. In designating such tenure teacher, the Association shall consult and make arrangements therefor through the Area Superintendent or his designee. The tenure teacher shall arrange the times for his absence from regular duties and the times for personal "in the classroom" observations of the probationary teacher with their respective principals or other applicable administrator. A person serving as such tenure teacher shall be given released time to conduct the evaluation but may be designated in a school year with respect to no more than three probationary teachers and the time devoted with respect to any one evaluation shall not exceed an aggregate of 1/2 day. All such evaluations shall be in addition to evaluations made by the Administration, shall be in writing, shall be filed within 10 days of the original request and shall be furnished the Administration, the Association and the probationary teacher promptly following their completion.

Examination of material from the teacher's personnel file is usually an integral part of the evaluation process. To prevent abuse, the right to inspect and comment on material in these files is found in nearly every teacher agreement:

(164) Official teacher files in a school shall be maintained under the following circumstances:

No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he has read such material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he read the material to be filed, and does not necessarily indicate agreement with its content.

The teacher shall have the right to answer any material filed and his answer shall be attached to the file copy.

Upon appropriate request by the teacher, he shall be permitted to examine his file.

Consultation. As professionals, teachers often are consulted on policies which affect them and the children

they teach. In a number of cases, the teachers' role has been reduced to contract language.

The degree of participation varied from consultation before programs are initiated to an active role in curriculum planning, textbook selection, and other programs of special interest or concern, such as the implementation of integrated education.

Usually provisions for consultation are general and offer little in the way of procedural rules or other details:

(165) The principal shall consult with the building committee concerning the date of any evening meeting at which the attendance of employes is required.

Prior to the initiation of experimental programs into a school, there shall be consultation with the members of the staff affected by such programs. In case of unresolved questions, further consultation shall be held among the District Superintendent, employes and principal.

A joint committee of the Federation and the Board shall be established for the purpose of planning the orientation course which will be offered to all of the employes. The committee shall present its completed reports as promptly as possible.

Substitute service shall be provided when: (1) a Federation representative is absent during working hours because he has been selected to attend a meeting scheduled by the Administration and (2) when an employe is scheduled to attend a meeting sponsored by the Administration that would require an absence of a half day or more, except for attendance at the orientation program, which will be held after the lunch periods provided for in Section 15 of this Article III.

Provisions which include procedural statements, although they vary in degree, are found most frequently in clauses pertaining to specific issues or to standing committees as the following provisions illustrate:

(166) Article 29 Curriculum guide and textbook evaluation committees.

29-1. On each Curriculum Guide Committee and Textbook Evaluation Committee, the union shall have 1 representative for every 10 committee members or any major fraction thereof. Elementary teachers selected by the union shall have at least 2 years of experience in the Chicago Public Schools on their certificate and have competence in the subject area of the committee.

To serve on a high school Curriculum Committee, the teacher shall have at least 2 years of experience as a regularly certificated teacher, teaching on his certificate, such certificate to be in the subject area of the committee.

(167) There shall be a textbook committee in each subject field. Subject field directors and supervising directors shall serve as general chairman of the committees for their respective fields. Teachers shall have a significant role in the selection of textbooks and related educational materials.

Each committee shall consist of qualified teachers from the committee's subject field and two representatives from the School Administration. Each committee shall recommend for approval by the Board basic textbooks, workbooks, supplementary texts and related educational materials (transparencies, duplicating masters, etc.).

Workbooks and other supplementary materials (progress tests, practices, teachers' manuals, etc.) shall be listed with basic texts and made available on an expendable basis.

Each approved list shall include the reading level of all basic texts and shall be published by course titles whenever possible for the convenience of teachers.

Teachers shall be free to suggest books and educational materials for consideration by the committees.

All teachers of the subject field department in each secondary school shall examine the materials on the approved list and recommend to the School Administration the selections best suited for the program of that school.

All teachers of a grade level or interest group in each elementary school shall examine the materials on the approved list and recommend to the School Administration the selections best suited for the program of that school. . .

Working conditions. School operation and administrative regulations and procedures are of constant concern to teachers since they have an important and direct bearing on the effectiveness and efficiency with which their duties in the classroom are performed.

Teachers are most competent to teach subjects for which they have been trained specifically or have had adequate experience. Therefore, clauses are common that limit assignments to the teacher's area or areas of certification:

(109) Teachers shall be assigned to teach in their area or areas of State and [city] certification. Even if a teacher is certified to teach in more than one area of certification by the State Department of Education, first consideration in the area of assignment will be based on the [city] certification of such a teacher. The preferences of a teacher with respect to a specific schedule assignment within the area of his certification shall be honored unless circumstances make this prohibited. However, primary consideration in making any assignment shall be based upon the competency, training, and experience of the teacher for undertaking such an assignment.

The number of pupils a teacher is responsible for each period and each day is important, since class size and teaching load often determine the amount of attention a teacher can give to each child. Provisions which

regulate these areas usually set specific limits, and strive to reduce these figures:

(168) The class size figures which are now: 27 in kindergarten through Grade 6; 31 in Grades 7 through 12, shall become, effective September 1, 1970; 26 in kindergarten through Grade 6; 30 in Grade 7 through 12.

(26) A. The weekly teaching load in grades 7 through 12 shall be 25 teaching periods of no more than 45 minutes in the regular schedule. In addition, there shall be at least five unassigned preparation periods (at least one per school day). In the vocational, technical, and comprehensive high schools, each academic teacher shall be assigned no more than five 45 minute teaching periods per day. Of the remaining three periods, no more than two (2) may be assigned to nonteaching activities. The remaining period shall be an unassigned preparation period. Teachers of vocational subjects shall be assured one unassigned preparation period per day. Exceptions may be agreed upon by the Federation Building Committee and the principal.

B. Travel time of teachers of the homebound shall be considered as part of such teacher's teaching day, except that travel from and to the teacher's home shall not be considered.

C. Whenever possible, case loads for counselors shall be limited to a 1 to 250 ratio. For the purpose of computing such ratio, only those counselors who are working directly with the children on a full-time basis may be used. Counselors shall not be required to act as Assistant Principals or Department Chairmen or to perform other noncounseling duties. The Board and the Federation shall jointly study the feasibility of an 11 month schedule for guidance counselors.

D. Teacher assignments outside the scope of his teaching certificate or his major field of study shall be voluntary.

E. Split classes shall be eliminated whenever possible.

F. Every effort shall be made to limit to two the number of different lesson preparations in the secondary schools.

G. Inequities in assignments shall be proper subjects of grievance.

H. A master schedule for each school shall be posted on the teachers' bulletin board or shall otherwise be made available to all teachers.

Many agreements provide for teachers' aides who reduce the amount of time a teacher must spend on nonteaching duties.

(114) The Board and the association recognize that a teacher's primary responsibility is to teach and that his energies should, to the extent possible, be utilized to this end. Therefore, the Board agrees to make every effort to reduce the following nonteaching duties through the use of teacher aides and part-time clerical assistants so that teachers will have more time to devote to teaching activities: Nonteaching assignments, including but not limited to, health services, supervision of study halls, corridors, playgrounds, cafeterias, streets and sidewalks, and buses. Collecting money from students, delivering books to classrooms, taking inventories, duplicating instructional and other materials, calculating attendance records, and other similar clerical functions.

Teachers shall not be required to transport pupils to activities which take place away from the school building.

The Board and association agree that the efficiency and effective use of teacher aides is an area that needs continuing study and investigation. This will be taken up by the Professional Council.

Yearly reports on the status of reducing non-teaching duties with the use of aides, part-time help and etc., shall be presented to the Association and Professional Council.

A few contracts grant teachers a role in the selection, assignment, and evaluation of teacher aides as the following clause illustrates:

(169) The Board and the association agree that teacher aides enhance the learning environment by reinforcing instructional skills and by assuming nonteaching school functions where feasible.

A. Selection of aides:

Teachers may assist in screening applicants for teacher aide positions. Teachers desiring to screen applicants or applications of applicants for teacher aide positions in their classrooms should notify the Administrative Assistant. However, the Administrative Assistant at each school will have final responsibility for the selection of teacher aides used in that school.

B. Distribution of aide time:

An attempt will be made to distribute aide time at each school so that teachers at the same grade level in that school will have approximately the same amount of aide time scheduled per week. However, aide time is not subject to redistribution due to resignation or absence of an aide. Aides who resign will be replaced as soon as a suitable replacement can be employed. The restrictions of Federal and State funded programs will be taken into account in the distribution of aides and the Administrative Assistant at each school will distribute aide time within the scope of these programs. The Administrative Assistant at each school will have

final responsibility for the distribution of aides at that school.

C. Orientation:

The Administrative Assistant at each school will orient newly employed aides to the needs of the individual school. It will be the responsibility of the teachers who are using the aide to orient the aide to their specific needs.

C. Evaluation:

The teacher or team using an aide will be responsible for the evaluation of that aide. The performance of the teacher aide must be satisfactory to the teacher or team using that aide or the aide will be subject to dismissal or reassignment by the Administrative Assistant.

Nonpaid extra curricular activities often influence the amount of time a teacher can devote to his primary classroom duties. A few contracts make such participation purely voluntary and establish procedures to spread such activity equally among all teachers.

(16) Participation in extra-curricular activities for which no additional compensation is paid shall be strictly voluntary.

(123) Assignment may be made to occasional extra curricular activities for which teachers are not paid. The principal will post a list of known activities at the beginning of each school year. Teachers will indicate their choice of activities at which they prefer to work. When the number of teachers who have indicated a preference for an activity does not equal the number of teachers required for that activity, the principal shall make assignments. Teachers and the administration recognize that assignments should be reasonable.

Classroom environment. The learning process is carried on with best results in an environment free from disturbances and interruptions. Most agreements recognize that control of the classroom is vital to a teacher's effectiveness and contain provisions which guarantee that the administration will endeavor to avoid classroom interruptions:

(170) Classroom interruptions are to be permitted only in the case of emergency or when no other reasonable alternative is possible. Problems caused by classroom interruptions both by teachers and administrators should be discussed at each building level and effective practices established to overcome said problems.

Additional clauses set forth the respective roles of teachers and administrators in maintaining discipline:

(166) A teacher, upon written notice to the principal or his designee, and upon receipt of written instruction of where the pupil is to be sent, which the principal or his designee shall send immediately, may exclude from class a pupil who is causing serious disruption.

When a child is excluded from class, the teacher will confer with the principal, assistant principal, or counselor to provide the necessary information concerning the problem and shall provide a written statement of the problem within 24 hours. The principal will reinstate the child after advising the teacher that some adjustment has been made or following a conference which includes at least two of the following persons: a counselor, an administrator, the child, a parent, the school psychologist, or the attendance officer. Prior to the conference, there shall be consultation between the teacher and the principal regarding the teacher's presence at this conference. The teacher shall be informed as to the results of the conference and the adjustment made.

After three written referrals, the principal shall have the child and a parent attend a conference on school rules. The school shall be represented at this conference by the principal or his designee. If the teacher and the principal agree that a procedure other than a parental conference would be most beneficial to the child, that procedure may be substituted. This shall be a prerequisite to returning the child to class.

If the child continues to cause serious disruption, the principal shall suspend the child for a period not exceeding 1 school month for each offense.

When a child is suspended, the principal will initiate a diagnostic review with the classroom teacher and the adjustment teacher and/or the counselor to attempt to determine the basic cause of the child's problem and the corrective measures to be taken.

Principals shall notify the police in case of serious school-related offenses including but not limited to: extortion, possession or use of narcotics, arson or attempted arson, possession or use of alcohol, serious theft, serious vandalism, false reports of fire or bombs, possession or use of weapons, or assault on an employee.

A continuous record of discipline cases shall be maintained for the use of the school staff.

In the event of a school-related assault on an employee, the law department of the Board, when notified, shall inform the employee of his legal rights, and he shall be assisted by the law department in court appearances.

Some school systems still permit corporal punishment as part of the disciplinary procedure:

(164) Teachers are not denied the privilege of exercising corporal punishment, as stated in Section 3319.41 of the Ohio Revised Code, when the nature of an act on the part of a pupil demands such disciplinary action. Whenever corporal punishment is administered, it should be done in a calm and deliberate manner with full

knowledge on the part of the pupil why this action is taken. The teacher should take into account any individual handicaps. Corporal punishment should not be administered in the heat of anger, and striking a pupil about the face or head should be avoided.

Almost without exception, as a part of the disciplinary provisions, teachers are supported and protected by the school in instances of assault by students or others. Legal advice and injury compensation are commonly provided for as part of this support:

(161) TEACHER PROTECTION

Section 1.–*Compensation insurance and personal injury benefits*

Assault on a teacher or injury to a teacher shall be reported immediately to the Board. The Board shall render assistance and advice to the teacher in securing legal redress through law enforcement and judicial authorities.

Workmen's compensation is available to cover injuries or death attributable to assigned duties.

Section 2.–*Civil disturbances*

In case of a severe civil disturbance which occurs before the teacher leaves his residence for his assignment, the teacher should make every effort to contact the proper school authorities who will determine whether the teacher will be required to report for work. The intent of this provision is that no teacher should be required to report to a school where his person might be in danger.

Section 3.–*Pupils*

Throughout the years teachers have considered the disruptive pupil to be the greatest deterrent to teaching. Adjustment classes should be established for pupils who are disruptive.

The teacher may send pupils who are seriously disturbing the class to the office for the day. The teacher shall furnish the principal with information of the exclusion from class and the pupil will be readmitted only upon written authority of the principal, or after a conference between all parties concerned. Disruptive elementary pupils who are excluded from class must be escorted to the office.

A pupil expressing flagrant insubordination to a teacher shall be disciplined. A subsequent offense of the same nature may mean suspension by the principal until a parent comes for a conference. Both the parent and pupil must agree to cooperate before he can be readmitted. All cases of physical violence to members of the staff shall be reported to the police and teachers should be encouraged to sign warrants.

Section 6.–*Emergency*

When the superintendent determines that weather conditions are such that travel for pupils and teachers is hazardous, schools should commence for pupils one hour later than the regular starting time. Teachers should make an effort to report to school at the regular starting time.

Section 7.–*Liability*

The Board and the Association shall cooperate in achieving permissive legislation to provide personal liability, including legal counsel, and personal property damage insurance coverage to each teacher. Costs of such coverage shall be a matter for future negotiation.

A smaller number of agreements provide assistance when complaints or charges are directed against the teacher:

(171)
1. The administrator or supervisor involved and the president of CFPS shall be given full information as to the nature of serious complaints or charges made by parents, students, or any special interest groups which appear to be organized, and be given every opportunity, resource and help to answer or cope with such complaints or harrassment.
2. If complaints or charges are made against any administrator or supervisor, he may have a conference with the Superintendent of Schools or his designee at the Deputy or Assistant Superintendent level. At such hearing, he may have the assistance of the CFPS.
3. Whenever, in the performance of his duties as an administrator or supervisor and in carrying out the responsibilities thereof, an administrator or supervisor becomes the object of legal action directed against him, the Board of Education will provide the concerned with legal advice.

Professional integrity. The professional integrity of the teacher with respect to pupil evaluation is protected in many agreements which state that his judgement in assigning pupil grades will not be reviewed or reversed by others, subject on occasion, to certain restrictions:

(167) The grade given to a pupil for the completion of an assigned task pursuant to the study of a required or elective subject in the curriculum taught by the teacher or an approved extra-curricular activity under the supervision of the teacher is the teacher's indication of the quality of performance by the pupil of this particular task.

The teacher shall be considered to be the expert in evaluating the pupil's work, and the integrity of the teacher shall be respected in grading the work of the pupil.

The grade given by the teacher shall not be changed by another person. However, in the event that the grade should be challenged by the pupil, his parents, or guardian, and, after appropriate conferences it appears that all factors involved in the performance of the pupil may not have been known or taken into consideration by the teacher, the teacher has the prerogative and duty to raise or lower such grade in accordance with all factors involved. This provision shall not preclude the principal from questioning a student's grade with the teacher, where the principal believes an error has been made.

No minimum or maximum limitation shall be set on the number who pass or fail, but every teacher will be expected to give all possible assistance and encouragement to pupils whose work may be below passing standards, and to challenge those who may be finding the work too easy.

All final failing grades for 6th, 9th and 12th grade students must be submitted to the school office by the date established through agreement of the head of the school and the School Chapter Advisory Committee for such submission. Such date shall be at least 5 school days prior to graduation. Any final grade submitted after such date must be a passing grade.

As an important part of pupil evaluation as well as normal school procedures, teachers often are required to inform parents of any special problems. General discussions of pupil performance with parents commonly are required through scheduled conferences:

(172) One full school day or two half-days of each semester shall be designated for parent-teacher conferences. These conferences shall be held on school time and all regular classes shall be dismissed. The day or half-days shall be established by the school principal and announced to teachers and parents by the end of the fourth week of each semester. In addition to the scheduled conference day or half-days referred to above, teachers shall confer with parents at other times mutually convenient to the teacher and the parent.

Special education teachers may, with the approval of the principal, utilize the 1 full day or 2 half-days designated for parent-teacher conferences to make home visits or follow-up calls. In cases of particular urgency, additional time may be granted upon request and with the approval of the principal and the region superintendent.

Elementary teachers may, with permission of the principal, utilize the half-day or a part of the day now designated for parent-teacher conferences for home visits.

Appendix. Identification of Clauses[1]

Clause Number	Employer and union	Expiration date
1	Seattle, Wash., citywide, blue-collar crafts, Joint Crafts Council	September 1972
2	Tampa, Fla., Firefighters (IAFF)	September 1972
3	Rochester, N.Y., Firefighters (IAFF)	June 1973
4	Boston, Mass.; power services, Firemen and Oilers (IBFO)	June 1972
5	District of Columbia, Department of Sanitary Engineering, maintenance and related employees, State, County and Municipal Employees, (AFSCME)	May 1971
6	Portland, Oreg.; Bureau of Fire (IAFF)	June 1971
7	Baltimore, Md.; Metropolitan Transit Authority, Transit (ATU)	September 1972
8	Louisville, Ky.; Works Department, street maintenance Teamsters (IBT) (Ind.)	May 31, 1971
9	Chicago, Ill.; Transit Authority, Teamsters (IBT) (Ind.)	November 1971
10	Pittsburgh, Pa.; Board of Public Education, Teachers (AFT)	November 1971
11	New York, N.Y.; Public Library, building maintenance, shipping and purchasing, State, County and Municipal Employees (AFSCME)	June 1973
12	Tucson, Ariz., State, County and Municipal Employees (AFSCME)	February 1973
13	Boston, Mass.; Police Department, Boston Police Patrolmen's Association	March 1971
14	Greater Indianapolis, Ind.; Department of Public Works, State, County and Municipal Employees (AFSCME)	December 1971
15	Baltimore, Md., Board of School Commissioners, non-teaching aides, Teachers (AFT)	August 1971
16	Rochester, N.Y.; Board of Education, teachers, Education Association (NEA)	June 1973
17	Jersey City, N.J.; citywide, clerical, State, County and Municipal Employees (AFSCME)	December 1970
18	Buffalo, N.Y.; Police Benevolent Association	June 1972
19	Los Angeles, Calif.; Southern California Rapid Transit District, operators, Transportation Union (UTU)	May 1972
20	Cleveland, Ohio; State, County and Municipal Employees (AFSCME)	July 1972
21	Omaha, Nebr.; International Brotherhood of Police Officers	December 1971
22	Boston, Mass.; Housing Authority, stationary firemen, Firemen and Oilers (IBFO)	January 1973
23	Milwaukee, Wis.; Board of School Directors, non-teaching personnel, State, County and Municipal Employees (AFSCME)	December 1972
24	Baltimore, Md.; white-collar, nonclerical, Classified Municipal Employees Association	July 1971
25	Buffalo, N.Y.; pipe caulkers and repairmen, Directly affiliated local union	June 1972
26	Buffalo, N.Y.; Board of Education, teachers, Education Association (NEA)	June 1972
27	Milwaukee, Wis.; Department of Public Works, Teamsters (IBT) (ind.)	December 1970

[1] Employee organization affiliated with the AFL-CIO unless otherwise indicated as independent union or association.

Appendix. Identification of Clauses — Continued

28	District of Columbia: Department of Sanitary Engineering, Water Pollution Control Division; Government Employees (AFGE)	March 1972
29	District of Columbia: Department of Sanitary Engineering, Maintenance Division, shop and office personnel; Government Employees (AFGE)	February 1972
30	Buffalo, N.Y., blue-collar occupations, State, County and Municipal Employees (AFSCME)	June 1973
31	Toledo, Ohio: Toledo Police Command Officers Association, Patrolmen's Benevolent Association, and Fraternal Order of Police	December 1972
32	Boston, Mass., Youth Activities Commission; Department of Health and Hospitals, and others; Service Employees (SEIU)	June 1972
33	Seattle, Wash., Department of Lighting; Electrical Workers (IBEW)	March 1972
34	Sacramento, Calif., Transit Authority; Electrical Workers (IBEW)	September 1972
35	Toledo, Ohio; refuse, sanitary landfills and main wastewater treatment plant; Teamsters (IBT) (Ind.)	July 1972
36	Chicago, Ill., Transit Authority, bus operations; Transit (ATU)	November 1971
37	Portland, Oreg., citywide, blue-collar occupations; District Council of Trade Unions	July 1972
38	Detroit, Mich., policemen; Detroit Police Officers Association	December 1970
39	Detroit, Mich., Library Commission; Association of Professional Librarians of the Detroit Public Library	July 1971
40	Rochester, N.Y., citywide, blue-collar and white-collar occupations, State, County and Municipal Employees (AFSCME)	June 1972
41	Cleveland, Ohio; bridge operations; Electrical Workers (IBEW)	July 1972
42	Boston, Mass., Public Library; Boston Public Library Professional Staff Association	June 1971
43	Toledo, Ohio; Firefighters (IAFF)	July 1972
44	San Jose, Calif., San Jose Peace Officers Association	July 1971
45	Detroit, Mich., supervisory nurses; Nurses Association (ANA)	August 1971
46	Detroit, Mich., Department of Street Railways, non-operating white-collar occupations, State, County and Municipal Employees (AFSCME)	July 1971
47	Baltimore, Md., Board of Fire Commissioners, firefighters; Firefighters (IAFF)	June 1972
48	Seattle, Wash., Seattle Police Officers' Guild	December 1971
49	Philadelphia, Pa., citywide, blue-collar and white-collar occupations, State, County and Municipal Employees (AFSCME)	June 1971
50	Detroit, Mich., Board of Education, blue-collar occupations; Teamsters (IBT) (Ind.)	July 1972
51	Toledo, Ohio, citywide blue-collar and white-collar occupations, State, County and Municipal Employees (AFSCME)	July 1972
52	Memphis, Tenn., Board of Education, blue-collar occupations, State, County and Municipal Employees (AFSCME)	June 1971
53	Louisville, Ky., Works Department, garage, stores, transportation, operations and maintenance; Teamsters (IBT) (Ind.)	May 1971
54	Boston, Mass., Housing Authority; Teamster (IBT) (Ind.)	January 1972
55	Kansas City, Mo., Firefighters (IAFF)	September 1970
56	Rochester, N.Y., Rochester Police Locust Club	June 1972
57	Buffalo, N.Y., Board of Education, blue-collar occupations, State, County and Municipal Employees (AFSCME)	June 1973
58	Boston, Mass., Typographical Union (ITU)	May 1972
59	Omaha, Neb., Firefighters (IAFF)	December 1971

Appendix. Identification of Clauses — Continued

60	Cleveland, Ohio; Metropolitan General Hospital, non-professional classifications, State, County and Municipal Employees (AFSCME)	February 1973
61	Louisville, Ky.; Sanitation Department, Teamsters (IBT) (Ind.)	May 1971
62	Jersey City, N.J.; public health nurses, United Nurses Organization of Jersey City	December 1971
63	Boston, Mass.; Administrative Services Department, Printing Pressmen (IPPA)	May 1972
64	Jersey City, N.J.; Jersey City Medical Center, white-collar occupations, State, County and Municipal Employees (AFSCME)	December 1970
65	Cincinnati, Ohio; Board of Education, blue-collar occupations, State, County and Municipal Employees (AFSCME)	Open End
66	Memphis, Tenn.; Housing Authority, Maintenance Department, State, County and Municipal Employees (AFSCME)	June 1973
67	Memphis, Tenn.; Automobile Testing Bureau, State, County and Municipal Employees (AFSCME)	June 1972
68	Buffalo, N.Y., The Buffalo Crossing Guards Association	June 1972
69	Jacksonville, Fla.; Housing Authority, Laborers (LIUNA)	September 1972
70	Buffalo, N.Y.; Firefighters (IAFF)	June 1972
71	Oklahoma City, Okla; Central Oklahoma Transportation and Parking Authority, Transit (ATU)	August 1973
72	Los Angeles, Calif.; Housing Authority, State, County and Municipal Employees (AFSCME)	August 1972
73	Detroit, Mich.; citywide, operating engineers, Operating Engineers (IUOE)	June 1971
74	Cleveland, Ohio; citywide blue-collar occupations, Laborers (LIUNA)	July 1972
75	Buffalo, N.Y.; white-collar occupations, Civil Service Employees Association (CSEA)	December 1972
76	Buffalo, N.Y.; Board of Education, Civil Service Employees Association (CSEA)	June 1973
77	Jersey City, N.J.; Jersey City Medical Center, United Nurses Organization of Jersey City	December 1971
78	New York, N.Y.; Fire Department, fire officers, Firefighters (IAFF)	December 1970
79	Buffalo, N.Y., Recreation Society of the City of Buffalo	June 1972
80	Detroit, Mich.; Department of Street Railways, operating personnel, Transit (ATU)	June 1974
81	Denver, Colo.; School District No. 1, Denver Association of Specialized Services Personnel	April 1972
82	District of Columbia; Department of Sanitary Engineering, Revenue Branch, Government Employees (AFGE)	January 1972
83	Atlanta, Ga.; Housing Authority, Service Employees (SEIU)	December 1971
84	Akron, Ohio; City Hospital, State, County and Municipal Employees (AFSCME)	July 1972
85	Sacramento, Calif.; Transit Authority, Transit (ATU)	March 1974
86	New York, N.Y.; Department of Marine and Aviation, Maritime (NMU)	June 1970
87	Denver, Colo.; Metropolitan Denver Sewage Disposal District No. 1, Operating Engineers (IUOE)	September 1972
88	Milwaukee, Wis.; Board of School Directors, school accountants, Education Association (NEA)	December 1972
89	New York, N.Y.; Triborough Bridge and Tunnel Authority, State, County and Municipal Employees (AFSCME)	June 1972
90	Omaha, Nebr.; State, County and Municipal Employees (AFSCME)	December 1971

Appendix. Identification of Clauses — Continued

91	New York, N.Y.; Board of Higher Education, Teachers (AFT)	August 1972
92	Boston, Mass.; Police Department, Boston Police Collective Bargaining Federation	February 1972
93	Los Angeles, Calif.; Housing Authority, Los Angeles Building and Construction Trades Council	July 1972
94	Buffalo, N.Y.; Operating Engineers (IUOE)	June 1972
95	Cincinnati, Ohio; University of Cincinnati and Cincinnati General Hospital, Operating Engineers (IUOE)	September 1972
96	Boston, Mass.; Housing Authority, Boston Building and Construction Trades Council	December 1972
97	New York, N.Y.; Transit Authority, subway supervisors	June 1972
98	Milwaukee, Wis.; Bureau of Sanitation, Laborers (LIUNA)	November 1972
99	New York, N.Y.; Manhattan and Bronx Surface Transit Operating Authority, Transport Workers (TWU)	December 1971
100	Milwaukee, Wis.; Board of School Directors, substitute teachers, Education Association (NEA)	December 1972
101	Seattle, Wash.; School District No. 1, Teamsters (Ind.)	May 1972
102	Memphis, Tenn.; Division of Hospitals and Health Services, State, County and Municipal Employees (AFSCME)	June 1972
103	Akron, Ohio; Board of Education, Firemen and Oilers (IBFO)	June 1972
104	Cincinnati, Ohio; University of Cincinnati and 2 hospitals, non professional occupations, State, County and Municipal Employees (AFSCME)	September 1972
105	Boston, Mass.; Housing Inspection Department, Boston Environmental Sanitation Inspectors' Assn.	June 1972
106	Chicago, Ill.; Transit Authority Carpenters (CTA	November 1971
107	Milwaukee, Wis.; Board of School Directors, custodial employees, Service Employees (SEIU)	December 1972
108	Seattle, Wash.; Nurses Association (ANA)	September 1972
109	Newark, N.J.; Board of Education, Teachers (AFT)	January 1973
110	Memphis, Tenn.; Park Commission, State, County and Municipal Employees (AFSCME)	June 1972
111	Cleveland, Ohio; custodial employees, Service Employees (SEIU)	July 1972
112	New York, N.Y.; Board of Education, bilingual teachers, Teachers (AFT)	September 1972
113	Detroit, Mich.; State, County and Municipal Employees (AFSCME)	June 1971
114	Denver, Colo.; School District No. 1, teachers, Education Association (NEA)	April 1972
115	Columbus, Ohio; State, County and Municipal Employees (AFSCME)	March 1972
116	District of Columbia; Department of Sanitary Engineering, Sewer Operations, Pumping Station, Government Employees (AFGE)	June 1972
117	Chicago, Ill.; Transit Authority, rapid transit operations, Transit (ATU)	November 1971
118	Milwaukee, Wis.; Board of School Directors, teachers, Education Association (NEA)	December 1972
119	Jersey City, N.J.; Board of Education, Education Association (NEA)	August 1972
120	Cincinnati, Ohio; Parks, Health, Recreation, State, County and Municipal Employees (AFSCME)	February 1971
121	Cleveland, Ohio; Transit System, Transit (ATU)	July 1972
122	Milwaukee, Wis.; Board of School Directors, cafeteria employees, Service Employees (SEIU)	December 1972
123	Indianapolis, Ind.; Public Schools, Education Association (NEA)	December 1971
124	Detroit, Mich.; Board of Education, non-teaching blue-collar personnel, State, County and Municipal Employees (AFSCME)	January 1972

Appendix. Identification of Clauses — Continued

125	New York, N.Y., Board of Education, school secretaries, Teachers (AFT)	September 1972
126	Denver, Colo.; School District No. 1, vocational teachers, Teachers (AFT)	April 1972
127	District of Columbia; Department of Highways and Traffic, Government Employees (AFGE)	November 1971
128	District of Columbia; Department of Sanitary Engineering, Water Operations Division, Government Employees (AFGE)	March 1972
129	Milwaukee, Wis.; Professional Policemen's Protective Association	November 1972
130	Denver, Colo.; School District No. 1, Denver Public Schools Association of Buildings and Grounds Service Personnel	June 1972
131	Louisville, Ky., Dept. of Public Safety, civilian police employees, State, County and Municipal Employees (AFSCME)	May 1970
132	Chicago, Ill.; Transit Authority, Machinists (IAM)	November 1971
133	New York, N.Y., Board of Education, Guidance Counselors, Teachers (AFT)	September 1972
134	Buffalo, N.Y., Board of Education, Buffalo Public School Administrators Association	June 1972
135	Tucson, Ariz.; Fraternal Order of Police (FOP)	August 1973
136	Baltimore, Md.; Board of Fire Commissioners, fire officers, Firefighters (IAFF)	June 1973
137	San Francisco, Calif., Laguna Honda Hospital, Service Employees (SEIU)	July 1972
138	Milwaukee, Wis.; Operating Engineers (IUOE)	November 1972
139	Greater Indianapolis Ind., Department of Transportation, State, County and Municipal Employees (AFSCME)	December 1971
140	Boston, Mass., Police Department, Boston Police School Traffic Supervisors Assn.	September 1972
141	Milwaukee, Wis.; Technicians, Engineers and Architects of Milwaukee	December 1971
142	Denver, Colo.; Housing Authority, State, County and Municipal Employees (AFSCME)	January 1972
143	Akron, Ohio; State, County and Municipal Employees (AFSCME)	March 1971
144	New York, N.Y.; Board of Education, school lunch employees, State, County and Municipal Employees (AFSCME)	June 1971
145	Memphis, Tenn.; Division of Public Works, State, County and Municipal Employees (AFSCME)	June 1972
146	Milwaukee, Wis., Fire Department, firefighters, Firefighters (IAFF)	November 1973
147	Boston, Mass., Housing Authority, Laborers (LIUNA)	September 1971
148	Louisville, Ky., Traffic Engineering Department, electrical maintenance, Electrical Workers (IBEW)	June 1970
149	Chicago, Ill.; Board of Education, principals, Chicago Principals Club	December 1970
150	Jacksonville, Fla., Firefighters (IAFF)	September 1971
151	New York, N.Y., Board of Education, teachers, Teachers (AFT)	September 1972
152	Detroit, Mich., Department of Street Railways, non-operating personnel, State, County and Municipal Employees (AFSCME)	July 1971
153	Kansas City, Mo.; Area Transportation Authority, Transit (ATU)	October 1971
154	Columbus, Ohio; Board of Education, nonteaching personnel, Columbus School Employees Association	June 1973
155	Boston, Mass.; Library and Administrative Services, Bookbinders (IBB)	March 1972
156	Milwaukee, Wis., Fire Department, marine firemen, Firefighters (IAFF)	December 1971
157	Memphis, Tenn.; Board of Education, Distributive Workers (NCDWA) (Ind.)	June 1974
158	Phoenix, Ariz., Board of Education, Union High School System, Education Association (NEA)	July 1972
159	Philadelphia, Pa.; Board of Education, teachers, Teachers (AFT)	August 1972

Appendix. Identification of Clauses — Continued

160	Columbus, Ohio; Board of Education, teachers, Education Association (NEA)	August 1973
161	Cincinnati, Ohio; Board of Education, Education Association (NEA)	January 1971
162	Seattle, Wash.; School District No. 1, Education Association (NEA)	June 1973
163	Portland, Oreg.; School District No. 1, Multanomah County, Education Association (NEA)	June 1973
164	Cleveland, Ohio; Board of Education, teachers, Teachers (AFT)	May 1971
165	Philadelphia, Pa.; Board of Education, nonteaching assistants, Teachers (AFT)	August 1972
166	Chicago, Ill.; Board of Education, teachers, Teachers (AFT)	December 1970
167	District of Columbia; Board of Education, Teachers (AFT)	June 1971
168	Boston, Mass.; School Committee, Teachers (AFT)	September 1971
169	Phoenix, Ariz.; Board of Trustees, Wilson District No. 7, Education Association (NEA)	July 1973
170	Baltimore, Md.; Board of School Commissioners, teachers, Teachers (AFT)	June 1971
171	Cleveland, Ohio; Board of Education, administrative and supervisory personnel, Teachers (AFT)	December 1970
172	Detroit, Mich.; Board of Education, teachers, Teachers (AFT)	July 1971

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